

PROFESSIONAL SERVICES AGREEMENT

**VIOLENCE PREVENTION, INTERVENTION, AND REDUCTION
DEMONSTRATION GRANTS (\$100,000)**

BETWEEN



COOK COUNTY GOVERNMENT

JUSTICE ADVISORY COUNCIL OF COOK COUNTY

AND

THE MIRACLE CENTER

CONTRACT NO. 1553-14558A

**APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS**

FEB 10 2016

PROFESSIONAL SERVICES AGREEMENT

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List of Exhibits

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| Exhibit 2 | Schedule of Compensation |
| Exhibit 3 | Evidence of Insurance |
| Exhibit 4 | Identification of Subcontractor/Supplier/Subconsultant Form |
| Exhibit 5 | MBE/WBE Utilization Plan |
| Exhibit 6: | Economic Disclosure Statement |

AGREEMENT

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of Office of the Chief Procurement Officer hereinafter referred to as "County" and The Miracle Center, doing business as a Not-for-Profit of the State of Illinois, hereinafter referred to as "Consultant", pursuant to authorization by the Cook County Chief Procurement Officer.

BACKGROUND

The County of Cook issued a Request for Proposals "RFP" for Violence prevention, Intervention, and Reduction Demonstration Grants. Proposals were evaluated in accordance with the evaluation criteria published in the RFP. The Consultant was selected based on the proposal submitted and evaluated by the County representatives.

Consultant represents that it has the professional experience and expertise to provide the necessary services and further warrants that it is ready, willing and able to perform in accordance with the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, the County and Consultant agree as follows:

TERMS AND CONDITIONS

ARTICLE 1) INCORPORATION OF BACKGROUND

The Background information set forth above is incorporated by reference as if fully set forth here.

ARTICLE 2) DEFINITIONS

a) Definitions

The following words and phrases have the following meanings for purposes of this Agreement:

"Additional Services" means those services which are within the general scope of Services of this Agreement, but beyond the description of services required under Article 3, and all services reasonably necessary to complete the Additional Services to the standards of performance required by this Agreement. Any Additional Services requested by the Using Agency require the approval of the Chief Procurement Officer in a written amendment to this Agreement before Consultant is obligated to perform those Additional Services and before the County becomes obligated to pay for those Additional Services.

"Agreement" means this Professional Services Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

"Chief Procurement Officer" means the Chief Procurement Officer for the County of Cook and any representative duly authorized in writing to act on his behalf.

"Services" means, collectively, the services, duties and responsibilities described in Article 3 of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

"Subcontractor" or **"Subconsultant"** means any person or entity with whom Consultant contracts to provide any part of the Services, of any tier, suppliers and materials providers, whether or not in privity with Consultant.

"Using Agency" shall mean the department of agency within Cook County including elected officials.

b) Interpretation

- i) The term **"include"** (in all its forms) means "include, without limitation" unless the context clearly states otherwise.
- ii) All references in this Agreement to Articles, Sections or Exhibits, unless otherwise expressed or indicated are to the Articles, Sections or Exhibits of this Agreement.
- iii) Words importing persons include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.
- iv) Any headings preceding the text of the Articles and Sections of this Agreement, and any tables of contents or marginal notes appended to it are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement.
- v) Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders.
- vi) All references to a number of days mean calendar days, unless expressly indicated otherwise.

c) **Incorporation of Exhibits**

The following attached Exhibits are made a part of this Agreement:

| | |
|------------|---|
| Exhibit 1 | Scope of Services |
| Exhibit 2 | Schedule of Compensation |
| Exhibit 3 | Evidence of Insurance |
| Exhibit 4 | Identification of Subcontractor/Supplier/Subconsultant Form |
| Exhibit 5 | MBE/WBE Utilization Plan |
| Exhibit 6: | Economic Disclosure Statement |

ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONSULTANT

a) **Scope of Services**

This description of Services is intended to be general in nature and is neither a complete description of Consultant's Services nor a limitation on the Services that Consultant is to provide under this Agreement. Consultant must provide the Services in accordance with the standards of performance set forth in Section 3c. The Services that Consultant must provide include, but are not limited to, those described in Exhibit 1, Scope of Services and Time Limits for Performance, which is attached to this Agreement and incorporated by reference as if fully set forth here.

b) **Deliverables**

In carrying out its Services, Consultant must prepare or provide to the County various Deliverables. "**Deliverables**" include work product, such as written reviews, recommendations, reports and analyses, produced by Consultant for the County.

The County may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or reasonably necessary for the purpose for which the County made this Agreement or for which the County intends to use the Deliverables. If the County determines that Consultant has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Consultant of its failure. If Consultant does not correct the failure, if it is possible to do so, within 30 days after receipt of notice from the County specifying the failure, then the County, by written notice, may treat the failure as a default of this Agreement under Article 9.

Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose and when consented to in advance by the County. Such Deliverables will not be considered as satisfying the requirements of this Agreement and partial or incomplete Deliverables in no way relieve Consultant of its commitments under this Agreement.

c) Standard of Performance

Consultant must perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a consultant performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. Consultant acknowledges that it is entrusted with or has access to valuable and confidential information and records of the County and with respect to that information, Consultant agrees to be held to the standard of care of a fiduciary.

Consultant must assure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Consultant must provide copies of any such licenses. Consultant remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Consultant or its Subconsultants or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Using Agency and delivered in a timely manner consistent with the requirements of this Agreement.

If Consultant fails to comply with the foregoing standards, Consultant must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the County does not relieve Consultant of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the County's rights against Consultant either under this Agreement, at law or in equity.

d) Personnel

i) Adequate Staffing

Consultant must, upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension of it an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned exclusively to perform the Services. Consultant must include among its staff the Key Personnel and positions as identified below. The level of staffing may be revised from time to time by notice in writing from Consultant to the County and with written consent of the County, which consent the County will not withhold unreasonably. If the County fails to object to the revision within 14 days after receiving the notice, then the revision will be considered accepted by the County.

ii) **Key Personnel**

Consultant must not reassign or replace Key Personnel without the written consent of the County, which consent the County will not unreasonably withhold. **"Key Personnel"** means those job titles and the persons assigned to those positions in accordance with the provisions of this Section 3.d(ii). The Using Agency may at any time in writing notify Consultant that the County will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Consultant must immediately suspend the services of the key person or persons and must replace him or them in accordance with the terms of this Agreement. A list of Key Personnel is found in Exhibit 1, Scope of Services.

iii) **Salaries and Wages**

Consultant and Subconsultants must pay all salaries and wages due all employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Agreement Consultant underpays any such salaries or wages, the Comptroller for the County may withhold, out of payments due to Consultant, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the Comptroller for and on account of Consultant to the respective employees to whom they are due. The parties acknowledge that this Section 3.d(iii) is solely for the benefit of the County and that it does not grant any third party beneficiary rights.

e) **Minority and Women Owned Business Enterprises Commitment**

Minority and Women Owned Business Enterprises Commitment In the performance of this Agreement, including the procurement and lease of materials or equipment, Contractor must abide by the minority and women's business enterprise commitment requirements of the Cook County Ordinance, (Article IV, Section 34-267 through 272) except to the extent waived by the Compliance Director. **There is a zero percent (0%) MBE/WBE goal for this contract.**

f) Insurance

Consultant must provide and maintain at Consultant's own expense, during the term of this Agreement and any time period following expiration if Consultant is required to return and perform any of the Services or Additional Services under this Agreement, the insurance coverages and requirements specified below, insuring all operations related to this Agreement.

i) Insurance To Be Provided

(1) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than \$500,000 each accident or illness.

(2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense and contractual liability (with no limitation endorsement). Cook County is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the Services.

Subconsultants performing Services for Consultant must maintain limits of not less than \$1,000,000 with the same terms in this Section 3.i(2).

(3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with Services to be performed, Consultant must provide Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence limit, for bodily injury and property damage. The County is to be named as an additional insured on a primary, non-contributory basis.

(4) Professional Liability

When any professional consultants perform Services in connection with this Agreement, Professional Liability Insurance covering acts, errors or omissions must be maintained with limits of not less than \$2,000,000. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of Services on this Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of 2 years.

Subconsultants performing Services for Consultant must maintain limits of not less than \$1,000,000 with the same terms in this Section 3.i(4).

(5) Valuable Papers

When any designs, drawings, specifications and documents are produced or used under this Agreement, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever, and must have limits sufficient to pay for the re-creation and reconstruction of such records.

ii) **Additional Requirements**

- (1) Consultant must furnish the County of Cook, Cook County, Office of the Chief Procurement Officer, 118 N. Clark St., Room 1018, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Consultant must submit evidence of insurance on the County Insurance Certificate Form (copy attached as Exhibit 3) or equivalent prior to the effective date of the Agreement. The receipt of any certificate does not constitute agreement by the County that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the County to obtain certificates or other insurance evidence from Consultant is not a waiver by the County of any requirements for Consultant to obtain and maintain the specified coverages. Consultant must advise all insurers of the provisions in this Agreement regarding insurance. Non-conforming insurance does not relieve Consultant of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of this Agreement, and the County retains the right to terminate this Agreement or to suspend this Agreement until proper evidence of insurance is provided.

- (2) The insurance must provide for 60 days prior written notice to be given to the County in the event coverage is substantially changed, canceled or non-renewed. All deductibles or self-insured retentions on referenced insurance coverages must be borne by Consultant. Consultant agrees that insurers waive their rights of subrogation against the County of Cook, its employees, elected officials, agents or representatives.
- (3) The coverages and limits furnished by Consultant in no way limit Consultant's liabilities and responsibilities specified within this Agreement or by law. Any insurance or self-insurance programs maintained by the County of Cook apply in excess of and do not contribute with insurance provided by Consultant under this Agreement.
- (4) The required insurance is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.
- (5) Consultant must require all Subconsultants to provide the insurance required in this Agreement, or Consultant may provide the coverages for Subconsultants. All Subconsultants are subject to the same insurance requirements as Consultant unless otherwise specified in this Agreement. If Consultant or Subconsultant desires additional coverages, the party desiring the additional coverages is responsible for its acquisition and cost.
- (6) The County's Risk Management Office maintains the rights to modify, delete, alter or change these requirements. **"Risk Management Office"** means the Risk Management Office, which is under the direction of the Director of Risk Management and is charged with reviewing and analyzing insurance and related liability matters for the County.

g) Indemnification

The Consultant covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of the Contract by the Consultant, or the acts or omissions of the officers, agents, employees, Consultants, subconsultants, licensees or invitees of the Consultant. The Consultant expressly understands and agrees that any Performance Bond or insurance protection required of the Consultant, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

h) Confidentiality and Ownership of Documents

Consultant acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Consultant in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of Consultant's performance hereunder. Consultant shall comply with the applicable privacy laws and regulations affecting County and will not disclose any of County's records, materials, or other data to any third party. Consultant shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from County without the prior written approval of County. In the event such approval is given, any such reports published and distributed by Consultant shall be furnished to County without charge.

All documents, data, studies, reports, work product or product created as a result of the performance of the Contract (the "Documents") shall be included in the Deliverables and shall be the property of the County of Cook. It shall be a breach of this Contract for the Consultant to reproduce or use any documents, data, studies, reports, work product or product obtained from the County of Cook or any Documents created hereby, whether such reproduction or use is for Consultant's own purposes or for those of any third party. During the performance of the Contract Consultant shall be responsible of any loss or damage to the Documents while they are in Consultant's possession, and any such loss or damage shall be restored at the expense of the Consultant. The County and its designees shall be afforded full access to the Documents and the work at all times.

i) Patents, Copyrights and Licenses

If applicable, Consultant shall furnish the Chief Procurement Officer with all licenses required for the County to utilize any software, including firmware or middleware, provided by Consultant as part of the Deliverables. Such licenses shall be clearly marked with a reference to the number of this County Contract. Consultant shall also furnish a copy of such licenses to the Chief Procurement Officer. Unless otherwise stated in these Contract documents, such licenses shall be perpetual and shall not limit the number of persons who may utilize the software on behalf of the County.

Consultant agrees to hold harmless and indemnify the County, its officers, agents, employees and affiliates from and defend, as permitted by Illinois law, at its own expense (including reasonable attorneys', accountants' and consultants' fees), any suit or proceeding brought against County based upon a claim that the ownership and/or use of equipment, hardware and software or any part thereof provided to the County or utilized in performing Consultant's services constitutes an infringement of any patent, copyright or license or any other property right.

In the event the use of any equipment, hardware or software or any part thereof is enjoined, Consultant with all reasonable speed and due diligence shall provide or otherwise secure for County, at the Consultant's election, one of the following: the right to continue use of the equipment, hardware or software; an equivalent system having the Specifications as provided in this Contract; or Consultant shall modify the system or its component parts so that they become non-infringing while performing in a substantially similar manner to the original system, meeting the requirements of this Contract.

j) Examination of Records and Audits

The Consultant agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the Contract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of the Consultant related to the Contract, or to Consultant's compliance with any term, condition or provision thereof. The Consultant shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

The Consultant further agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the Subcontractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after final payment under the subcontract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices and records of such Subcontractor involving transactions relating to the subcontract, or to such Subcontractor compliance with any term, condition or provision thereunder or under the Contract.

In the event the Consultant receives payment under the Contract, reimbursement for which is later disallowed by the County, the Consultant shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Consultant under any contract with the County.

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Consultant shall retain and make available upon request, for a period of four (4) years after furnishing services pursuant to this Agreement, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives.

If Consultant carries out any of its duties under the Agreement through a subcontract with a related organization involving a value of cost of \$10,000.00 or more over a 12 month period, Consultant will cause such subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of said subcontract and any books, documents, records and other data of said related organization that are necessary to certify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

k) Subcontracting or Assignment of Contract or Contract Funds

Once awarded, this Contract shall not be subcontracted or assigned, in whole or in part, without the advance written approval of the Chief Procurement Officer, which approval shall be granted or withheld at the sole discretion of the Chief Procurement Officer. In no case, however, shall such approval relieve the Consultant from its obligations or change the terms of the Contract. The Consultant shall not transfer or assign any Contract funds or any interest therein due or to become due without the advance written approval of the Chief Procurement Officer. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Consultant shall have no effect on the County and are null and void.

Prior to the commencement of the Contract, the Consultant shall identify in writing to the Chief Procurement Officer the names of any and all Subcontractors it intends to use in the performance of the Contract by completing the Identification of Subcontractor/Supplier/Subconsultant Form ("ISF"). The Chief Procurement Officer shall have the right to disapprove any Subcontractor. All Subcontractors shall be subject to the terms of this Contract. Consultant shall incorporate into all subcontracts all of the provisions of the Contract which affect such subcontract. Copies of subcontracts shall be provided to the Chief Procurement Officer upon request.

The Consultant must disclose the name and business address of each Subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Consultant has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Consultant is not required to disclose employees who are paid or estimated to be paid. The Consultant is not required to disclose employees who are paid solely through the Consultant's regular payroll. "Lobbyist" means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2), himself.

"Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action. If the Consultant is uncertain whether a disclosure is required under this Section, the Consultant must either ask the County, whether disclosure is required or make the disclosure.

The County reserves the right to prohibit any person from entering any County facility for any reason. All Consultants and Subcontractor of the Consultant shall be accountable to the Chief Procurement Officer or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

I) Professional Social Services

In accordance with 34-146, of the Cook County Procurement Code, all Consultants or providers providing services under a Professional Social Service Contracts or Professional Social Services Agreements, shall submit an annual performance report to the Using Agency, i.e., the agency for whom the Consultant or provider is providing the professional social services, that includes but is not limited to relevant statistics, an empirical analysis where applicable, and a written narrative describing the goals and objectives of the contract or agreement and programmatic outcomes. The annual performance report shall be provided and reported to the Cook County Board of Commissioners by the applicable Using Agency within forty-five days of receipt. Failure of the Consultant or provider to provide an annual performance report will be considered a breach of contract or agreement by the Consultant or provider, and may result in termination of the Contract or agreement.

For purposes of this Section, a Professional Social Service Contract or Professional Social Service Agreement shall mean any contract or agreement with a social service provider, including other governmental agencies, nonprofit organizations, or for profit business enterprises engaged in the field of and providing social services, juvenile justice, mental health treatment, alternative sentencing, offender rehabilitation, recidivism reduction, foster care, substance abuse treatment, domestic violence services, community transitioning services, intervention, or such other similar services which provide mental, social or physical treatment and services to individuals. Said Professional Social Service Contracts or Professional Social Service Agreements do not include CCHHS managed care contracts that CCHHS may enter into with health care providers.

ARTICLE 4) TERM OF PERFORMANCE

a) Term of Performance

This Agreement takes effect when approved by the Cook County Board and its term shall begin on March 1, 2016 ("**Effective Date**") and continue until February 28, 2017 or until this Agreement is terminated in accordance with its terms, whichever occurs first.

b) Timeliness of Performance

- i) Consultant must provide the Services and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Section 4.a and Exhibit 1. Further, Consultant acknowledges that TIME IS OF THE ESSENCE and that the failure of Consultant to comply with the time limits described in this Section 4.b may result in economic or other losses to the County.
- ii) Neither Consultant nor Consultant's agents, employees nor Subcontractors are entitled to any damages from the County, nor is any party entitled to be reimbursed by the County, for damages, charges or other losses or expenses incurred by Consultant by reason of delays or hindrances in the performance of the Services, whether or not caused by the County.

c) Agreement Extension Option

The Chief Procurement Officer may at any time before this Agreement expires elect to extend this contract under the same terms and conditions as this original Agreement, except as provided otherwise in this Agreement, by notice in writing to Consultant. After notification by the Chief Procurement Officer, this Agreement must be modified to reflect the time extension in accordance with the provisions of Section 10.c.

ARTICLE 5) COMPENSATION

a) Basis of Payment

The County will pay Consultant according to the Schedule of Compensation in the attached Exhibit 2 for the successful completion of services.

b) Method of Payment

All invoices submitted by the Consultant shall be in accordance with the cost provisions contained in the Agreement and shall contain a detailed description of the Deliverables, including the quantity of the Deliverables, for which payment is requested. All invoices for services shall include itemized entries indicating the date or time period in which the services were provided, the amount of time spent performing the services, and a detailed description of the services provided during the period of the invoice. All invoices shall reflect the amounts invoiced by and the amounts paid to the Consultant as of the date of the invoice. Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. Consultant shall not be entitled to invoice the County for any late fees or other penalties.

In accordance with Section 34-177 of the Cook County Procurement Code, the County shall have a right to set off and subtract from any invoice(s) or Contract price, a sum equal to any fines and penalties, including interest, for any tax or fee delinquency and any debt or obligation owed by the Consultant to the County.

The Consultant acknowledges its duty to ensure the accuracy of all invoices submitted to the County for payment. By submitting the invoices, the Consultant certifies that all itemized entries set forth in the invoices are true and correct. The Consultant acknowledges that by submitting the invoices, it certifies that it has delivered the Deliverables, i.e., the goods, supplies, services or equipment set forth in the Agreement to the Using Agency, or that it has properly performed the services set forth in the Agreement. The invoice must also reflect the dates and amount of time expended in the provision of services under the Agreement. The Consultant acknowledges that any inaccurate statements or negligent or intentional misrepresentations in the invoices shall result in the County exercising all remedies available to it in law and equity including, but not limited to, a delay in payment or non-payment to the Consultant, and reporting the matter to the Cook County Office of the Independent Inspector General.

When a Consultant receives any payment from the County for any supplies, equipment, goods, or services, it has provided to the County pursuant to its Agreement, the Consultant must make payment to its Subcontractors within 15 days after receipt of payment from the County, provided that such Subcontractor has satisfactorily provided the supplies, equipment, goods or services in accordance with the Contract and provided the Consultant with all of the documents and information required of the Consultant. The Consultant may delay or postpone payment to a Subcontractor when the Subcontractor's supplies, equipment, goods, or services do not comply with the requirements of the Contract, the Consultant is acting in good faith, and not in retaliation for a Subcontractor exercising legal or contractual rights.

c) Funding

The source of funds for payments under this Agreement is identified in Exhibit 2, Schedule of Compensation. Payments under this Agreement must not exceed the dollar amount shown in Exhibit 2 without a written amendment in accordance with Section 10.c.

d) Non-Appropriation

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the County for payments to be made under this Agreement, then the County will notify Consultant in writing of that occurrence, and this Agreement will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. Payments for Services completed to the date of notification will be made to Consultant. No payments will be made or due to Consultant and under this Agreement beyond those amounts appropriated and budgeted by the County to fund payments under this Agreement.

e) Taxes

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to deliverables, materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-07.

f) Price Reduction

If at any time after the contract award, Consultant makes a general price reduction in the price of any of the Deliverables, the equivalent price reduction based on similar quantities and/or considerations shall apply to this Contract for the duration of the Contract period. For purposes of this Section 5.f., Price Reduction, a general price reduction shall include reductions in the effective price charged by Consultant by reason of rebates, financial incentives, discounts, value points or other benefits with respect to the purchase of the Deliverables. Such price reductions shall be effective at the same time and in the same manner as the reduction Consultant makes in the price of the Deliverables to its prospective customers generally.

g) Consultant Credits

To the extent the Consultant gives credits toward future purchases of goods or services, financial incentives, discounts, value points or other benefits based on the purchase of the materials or services provided for under this Contract, such credits belong to the County and not any specific Using Agency. Consultant shall reflect any such credits on its invoices and in the amounts it invoices the County.

ARTICLE 6) DISPUTES

Any dispute arising under the Contract between the County and Consultant shall be decided by the Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five days of such request. The Chief Procurement Officer will reduce her decision to writing and mail or otherwise furnish a copy thereof to the Consultant. The decision of the Chief Procurement Officer will be final and binding. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. However, unless a notice is issued by the Chief Procurement Officer indicating that additional time is required to review a dispute, the parties may exercise their contractual remedies, if any, if no decision is made within sixty (60) days following notification to the Chief Procurement Officer of a dispute. No inference shall be drawn from the absence of a decision by the Chief Procurement Officer.

Notwithstanding a dispute, Consultant shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

ARTICLE 7) COOPERATION WITH INSPECTOR GENERAL AND COMPLIANCE WITH ALL LAWS

The Consultant, Subcontractor, licensees, grantees or persons or businesses who have a County contract, grant, license, or certification of eligibility for County contracts shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties.

The Consultant shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of the Contract including, but not limited to, those County Ordinances set forth in the Certifications attached hereto and incorporated herein. Assurance of compliance with this requirement by the Consultant's employees, agents or Subcontractor shall be the responsibility of the Consultant.

The Consultant shall secure and pay for all federal, state and local licenses, permits and fees required hereunder.

ARTICLE 8) SPECIAL CONDITIONS

a) Warranties and Representations

In connection with signing and carrying out this Agreement, Consultant:

- i) warrants that Consultant is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Consultant is not appropriately licensed;
- ii) warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement; and Consultant is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;
- iii) warrants that it will not knowingly use the services of any ineligible consultant or Subcontractor for any purpose in the performance of its Services under this Agreement;

- iv) warrants that Consultant and its Subcontractors are not in default at the time this Agreement is signed, and has not been considered by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the County;
- v) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Consultant warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;
- vi) represents that Consultant and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of the Illinois Criminal Code, 720 ILCS 5/33E as amended; and
- vii) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 9.a and 9.c.

b) Ethics

- i) In addition to the foregoing warranties and representations, Consultant warrants:
 - (1) no officer, agent or employee of the County is employed by Consultant or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics.
 - (2) no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to the prime Consultant or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

c) Joint and Several Liability

If Consultant, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination of them), then under this Agreement, each and without limitation every obligation or undertaking in this Agreement to be fulfilled or performed by Consultant is the joint and several obligation or undertaking of each such individual or other legal entity.

d) **Business Documents**

At the request of the County, Consultant must provide copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable.

e) **Conflicts of Interest**

- i) No member of the governing body of the County or other unit of government and no other officer, employee or agent of the County or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no Commissioner of the Cook County Board or County employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.
- ii) Consultant covenants that it, and to the best of its knowledge, its Subcontractors if any (collectively, "**Consulting Parties**"), presently have no direct or indirect interest and will not acquire any interest, direct or indirect, in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.
- iii) Upon the request of the County, Consultant must disclose to the County its past client list and the names of any clients with whom it has an ongoing relationship. Consultant is not permitted to perform any Services for the County on applications or other documents submitted to the County by any of Consultant's past or present clients. If Consultant becomes aware of a conflict, it must immediately stop work on the assignment causing the conflict and notify the County.
- iv) Without limiting the foregoing, if the Consulting Parties assist the County in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime, Subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Consulting Parties may, however, assist the County in reviewing the proposals or bids for the project if none of the Consulting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.

- v) The Consultant further covenants that, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any Services or have access to any confidential information, as defined in Section 3.h of this Agreement. If the County, by the Chief Procurement Officer in his reasonable judgment, determines that any of Consultant's Services for others conflict with the Services Consultant is to render for the County under this Agreement, Consultant must terminate such other services immediately upon request of the County.
- vi) Furthermore, if any federal funds are to be used to compensate or reimburse Consultant under this Agreement, Consultant represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal year 1990, 31 U.S.C. § 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal funds are to be used, Consultant must execute a Certification Regarding Lobbying, which will be attached as an exhibit and incorporated by reference as if fully set forth here.

f) Non-Liability of Public Officials

Consultant and any assignee or Subcontractor of Consultant must not charge any official, employee or agent of the County personally with any liability or expenses of defense or hold any official, employee or agent of the County personally liable to them under any term or provision of this Agreement or because of the County's execution, attempted execution or any breach of this Agreement.

**ARTICLE 9) EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION
AND RIGHT TO OFFSET**

a) Events of Default Defined

The following constitute events of default:

- i) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Consultant to the County.
- ii) Consultant's material failure to perform any of its obligations under this Agreement including the following:
 - (a) Failure due to a reason or circumstances within Consultant's reasonable control to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services;

- (b) Failure to perform the Services in a manner reasonably satisfactory to the Chief Procurement Officer or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
 - (c) Failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;
 - (d) Discontinuance of the Services for reasons within Consultant's reasonable control; and
 - (e) Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination.
- iii) Any change in ownership or control of Consultant without the prior written approval of the Chief Procurement Officer, which approval the Chief Procurement Officer will not unreasonably withhold.
 - iv) Consultant's default under any other agreement it may presently have or may enter into with the County during the life of this Agreement. Consultant acknowledges and agrees that in the event of a default under this Agreement the County may also declare a default under any such other Agreements.
 - v) Failure to comply with Article 7 in the performance of the Agreement.
 - vi) Consultant's repeated or continued violations of County ordinances unrelated to performance under the Agreement that in the opinion of the Chief Procurement Officer indicate a willful or reckless disregard for County laws and regulations.
- b) **Remedies**

The occurrence of any event of default permits the County, at the County's sole option, to declare Consultant in default. The Chief Procurement Officer may in his sole discretion give Consultant an opportunity to cure the default within a certain period of time, which period of time must not exceed 30 days, unless extended by the Chief Procurement Officer. Whether to declare Consultant in default is within the sole discretion of the Chief Procurement Officer and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Agreement.

The Chief Procurement Officer will give Consultant written notice of the default, either in the form of a cure notice ("**Cure Notice**"), or, if no opportunity to cure will be granted, a default notice ("**Default Notice**"). If the Chief Procurement Officer gives a Default Notice, he will also indicate any present intent he may have to terminate this Agreement, and the decision to terminate (but not the decision not to terminate) is final and effective upon giving the notice. The Chief Procurement Officer may give a Default Notice if Consultant fails to affect a cure within the cure period given in a Cure Notice. When a Default Notice with intent to terminate is given as provided in this Section 9.b and Article 11, Consultant must discontinue any Services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the County. After giving a Default Notice, the County may invoke any or all of the following remedies:

- i) The right to take over and complete the Services, or any part of them, at Consultant's expense and as agent for Consultant, either directly or through others, and bill Consultant for the cost of the Services, and Consultant must pay the difference between the total amount of this bill and the amount the County would have paid Consultant under the terms and conditions of this Agreement for the Services that were assumed by the County as agent for the Consultant under this Section 9.b;
- ii) The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the County;
- iii) The right of specific performance, an injunction or any other appropriate equitable remedy;
- iv) The right to money damages;
- v) The right to withhold all or any part of Consultant's compensation under this Agreement;
- vi) The right to consider Consultant non-responsible in future contracts to be awarded by the County.

If the Chief Procurement Officer considers it to be in the County's best interests, he may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the County and that if the County permits Consultant to continue to provide the Services despite one or more events of default, Consultant is in no way relieved of any of its responsibilities, duties or obligations under this Agreement, nor does the County waive or relinquish any of its rights.

The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy is cumulative and is in addition to any other remedies, existing now or later, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default impairs any such right or power, nor is it a waiver of any event of default nor acquiescence in it, and every such right and power may be exercised from time to time and as often as the County considers expedient.

c) Early Termination

In addition to termination under Sections 9.a and 9.b of this Agreement, the County may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by a notice in writing from the County to Consultant. The County will give notice to Consultant in accordance with the provisions of Article 11. The effective date of termination will be the date the notice is received by Consultant or the date stated in the notice, whichever is later. If the County elects to terminate this Agreement in full, all Services to be provided under it must cease and all materials that may have been accumulated in performing this Agreement, whether completed or in the process, must be delivered to the County effective 10 days after the date the notice is considered received as provided under Article 11 of this Agreement (if no date is given) or upon the effective date stated in the notice.

After the notice is received, Consultant must restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination is on the same basis as set forth in Article 5, but if any compensation is described or provided for on the basis of a period longer than 10 days, then the compensation must be prorated accordingly. No amount of compensation, however, is permitted for anticipated profits on unperformed Services. The County and Consultant must attempt to agree on the amount of compensation to be paid to Consultant, but if not agreed on, the dispute must be settled in accordance with Article 6 of this Agreement. The payment so made to Consultant is in full settlement for all Services satisfactorily performed under this Agreement.

Consultant must include in its contracts with Subcontractors an early termination provision in form and substance equivalent to this early termination provision to prevent claims against the County arising from termination of subcontracts after the early termination. Consultant will not be entitled to make any early termination claims against the County resulting from any Subcontractor's claims against Consultant or the County to the extent inconsistent with this provision.

If the County's election to terminate this Agreement for default under Sections 9.a and 9.b is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered to be an early termination under this Section 9.c.

d) Suspension

The County may at any time request that Consultant suspend its Services, or any part of them, by giving 15 days prior written notice to Consultant or upon informal oral, or even no notice, in the event of emergency. No costs incurred after the effective date of such suspension are allowed. Consultant must promptly resume its performance of the Services under the same terms and conditions as stated in this Agreement upon written notice by the Chief Procurement Officer and such equitable extension of time as may be mutually agreed upon by the Chief Procurement Officer and Consultant when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by Consultant as a result of recommencing the Services must be treated in accordance with the compensation provisions under Article 5 of this Agreement.

No suspension of this Agreement is permitted in the aggregate to exceed a period of 45 days within any one year of this Agreement. If the total number of days of suspension exceeds 45 days, Consultant by written notice may treat the suspension as an early termination of this Agreement under Section 9.c.

e) Right to Offset

In connection with performance under this Agreement, the County may offset any excess costs incurred:

- i) if the County terminates this Agreement for default or any other reason resulting from Consultant's performance or non-performance;
- ii) if the County exercises any of its remedies under Section 9.b of this Agreement;
or
- iii) if the County has any credits due or has made any overpayments under this Agreement.

The County may offset these excess costs by use of any payment due for Services completed before the County terminated this Agreement or before the County exercised any remedies. If the amount offset is insufficient to cover those excess costs, Consultant is liable for and must promptly remit to the County the balance upon written demand for it. This right to offset is in addition to and not a limitation of any other remedies available to the County.

f) Delays

Consultant agrees that no charges or claims for damages shall be made by Consultant for any delays or hindrances from any cause whatsoever during the progress of any portion of this Contract.

g) Prepaid Fees

In the event this Contract is terminated by either party, for cause or otherwise, and the County has prepaid for any Deliverables, Consultant shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for Deliverables not actually provided as of the effective date of the termination. The refund shall be made within fourteen (14) days of the effective date of termination.

ARTICLE 10) GENERAL CONDITIONS

a) Entire Agreement

i) General

This Agreement, and the exhibits attached to it and incorporated in it, constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises or interpretations are implied or impressed upon this Agreement that are not expressly addressed in this Agreement.

ii) No Collateral Agreements

Consultant acknowledges that, except only for those representations, statements or promises expressly contained in this Agreement and any exhibits attached to it and incorporated by reference in it, no representation, statement or promise, oral or in writing, of any kind whatsoever, by the County, its officials, agents or employees, has induced Consultant to enter into this Agreement or has been relied upon by Consultant, including any with reference to:

- (a) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement;
- (b) the nature of the Services to be performed;
- (c) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement;
- (d) the general conditions which may in any way affect this Agreement or its performance;
- (e) the compensation provisions of this Agreement; or
- (f) any other matters, whether similar to or different from those referred to in (a) through (e) immediately above, affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.

iii) No Omissions

Consultant acknowledges that Consultant was given an opportunity to review all documents forming this Agreement before signing this Agreement in order that it might request inclusion in this Agreement of any statement, representation, promise or provision that it desired or on that it wished to place reliance. Consultant did so review those documents, and either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, Consultant relinquishes the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Agreement in its entirety without claiming reliance on it or making any other claim on account of its omission.

b) Counterparts

This Agreement is comprised of several identical counterparts, each to be fully signed by the parties and each to be considered an original having identical legal effect.

c) Contract Amendments

The parties may during the term of the Contract make amendments to the Contract but only as provided in this section. Such amendments shall only be made by mutual agreement in writing.

In the case of Contracts not approved by the Board, the Chief Procurement Officer may amend a contract provided that any such amendment does not extend the Contract by more than one (1) year, and further provided that the total cost of all such amendments does not increase the total amount of the Contract beyond \$150,000. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment extends the Contract beyond one (1) year or increases the total award amount beyond \$150,000, then Board approval will be required.

No Using Agency or employee thereof has authority to make any amendments to this Contract. Any amendments to this Contract made without the express written approval of the Chief Procurement Officer is void and unenforceable.

Consultant is hereby notified that, except for amendments which are made in accordance with this Section 10.c. Contract Amendments, no Using Agency or employee thereof has authority to make any amendment to this Contract.

d) Governing Law and Jurisdiction

This Contract shall be governed by and construed under the laws of the State of Illinois. The Consultant irrevocably agrees that, subject to the County's sole and absolute election to the contrary, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy arising in connection with or related to the Contract, shall be litigated only in courts within the Circuit Court of Cook County, State of Illinois, and the Consultant consents and submits to the jurisdiction thereof. In accordance with these provisions, Consultant waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

e) Severability

If any provision of this Agreement is held or considered to be or is in fact invalid, illegal, inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions of this Agreement or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, those circumstances do not have the effect of rendering the provision in question invalid, illegal, inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions in this Agreement invalid, illegal, inoperative or unenforceable to any extent whatsoever. The invalidity, illegality, inoperativeness or unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement does not affect the remaining portions of this Agreement or any part of it.

f) Assigns

All of the terms and conditions of this Agreement are binding upon and inure to the benefit of the parties and their respective legal representatives, successors and assigns.

g) Cooperation

Consultant must at all times cooperate fully with the County and act in the County's best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, Consultant must make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and must otherwise comply with the reasonable requests and requirements of the Using Agency in connection with the termination or expiration.

h) Waiver

Nothing in this Agreement authorizes the waiver of a requirement or condition contrary to law or ordinance or that would result in or promote the violation of any federal, state or local law or ordinance.

Whenever under this Agreement the County by a proper authority waives Consultant's performance in any respect or waives a requirement or condition to either the County's or Consultant's performance, the waiver so granted, whether express or implied, only applies to the particular instance and is not a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver is a modification of this Agreement regardless of the number of times the County may have waived the performance, requirement or condition. Such waivers must be provided to Consultant in writing.

i) Independent Consultant

This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between Consultant and the County. The rights and the obligations of the parties are only those expressly set forth in this Agreement. Consultant must perform under this Agreement as an independent Consultant and not as a representative, employee, agent, or partner of the County.

This Agreement is between the County and an independent Consultant and, if Consultant is an individual, nothing provided for under this Agreement constitutes or implies an employer-employee relationship such that:

- i) The County will not be liable under or by reason of this Agreement for the payment of any compensation award or damages in connection with the Consultant performing the Services required under this Agreement.
- ii) Consultant is not entitled to membership in the County Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the County.
- iv) The County is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to the Consultant.

j) Governmental Joint Purchasing Agreement

Pursuant to Section 4 of the Illinois Governmental Joint Purchasing Act (30 ILCS 525) and the Joint Purchase Agreement approved by the Cook County Board of Commissioners (April 9, 1965), other units of government may purchase goods or services under this contract.

In the event that other agencies participate in a joint procurement, the County reserves the right to renegotiate the price to accommodate the larger volume.

k) Comparable Government Procurement

As permitted by the County of Cook, other government entities, if authorized by law, may wish to purchase the goods, supplies, services or equipment under the same terms and conditions contained in this Contract (i.e., comparable government procurement). Each entity wishing to reference this Contract must have prior authorization from the County of Cook and the Consultant. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring the goods, supplies, equipment or services supplies/services. The County shall not be held responsible for any orders placed, deliveries made or payment for the goods, supplies, equipment or services supplies/services ordered by these entities. Each entity reserves the right to determine the amount of goods, supplies, equipment or services it wishes to purchase under this Contract.

l) Force Majeure

Neither Consultant nor County shall be liable for failing to fulfill any obligation under this Contract if such failure is caused by an event beyond such party's reasonable control and which is not caused by such party's fault or negligence. Such events shall be limited to acts of God, acts of war, fires, lightning, floods, epidemics, or riots.

ARTICLE 11) NOTICES

All notices required pursuant to this Contract shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if hand delivered or if deposited in the United States mail, postage prepaid, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

If to the County: Justice Advisory Council
 69 West Washington Street, Room 1110
 Chicago, Illinois 60602
 Attention: Lanetta Haynes Turner

and

 Cook County Chief Procurement Officer
 118 North Clark Street, Room 1018
 Chicago, Illinois 60602
 (Include County Contract Number on all notices)

If to Consultant: The Miracle Center
 2311 North Pulaski Avenue
 Chicago, Illinois 60639
 Attention: Mary Santana, Executive Director

Changes in these addresses must be in writing and delivered in accordance with the provisions of this Article 11. Notices delivered by mail are considered received three days after mailing in accordance with this Article 11. Notices delivered personally are considered effective upon receipt. Refusal to accept delivery has the same effect as receipt.

ARTICLE 12) AUTHORITY

Execution of this Agreement by Consultant is authorized by a resolution of its Board of Directors, if a corporation, or similar governing document, and the signature(s) of each person signing on behalf of Consultant have been made with complete and full authority to commit Consultant to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained in it, including the representations, certifications and warranties collectively incorporated by reference in it.

EXHIBIT 1

Scope of Services

Section A: Cover Letter

May 4, 2015

Office of the Chief Procurement Officer
118 N. Clark Street, Room 1018 Chicago, IL 60602
Attention: Shannon E. Andrews, Chief Procurement Officer

Dear Ms. Andrews,

The Miracle Center ("TMC") is pleased to submit this Request for Proposal (RFP No. 1553-14558): Violence Prevention, Intervention, and Reduction Demonstration Grant. The objective of this proposal is to provide safe, reliable and stimulating after-school programming for youth in the communities of Hermosa, Humboldt Park, Logan Square, and Belmont Cragin. The After School Program ("ASP") will target 50 unduplicated children and youth, ages 11-24, and provide individual mentoring, academic enrichment, service learning and college preparation. In addition, participants will engage in leadership development, personal growth, and the creative progress through group work and guided skill development. The ASP uses a 3-module curriculum developed by our staff to meet the needs of our target population. Four cohorts, composed of 12 participants each, will participate in the modules 3 days a week, with the additional two used for academic enrichment and college prep.

TMC is comprised of strongly diverse culturally- and academically-enriched programmatic initiatives that influence the lives of young people. TMC also has a very rich and dynamic history in the Performing Arts. TMC forges strong partnerships with legislatures, schools and community leaders while maintaining the loyalty and commitment of long-standing youth participants. This ensures that our methods will maximize the County's investment.

The Miracle Center is a 501(C)3 organization with over 20 years of experience, currently impacting the lives of 500 young people annually. TMC offers year-round after-school programming, theater arts, youth entrepreneurship, work force development and summer arts camps to youth from low-income communities. TMC's programs are available Monday through Friday from 3:00 pm to 8:00 pm during the school year and Monday through Friday from 9:00 am to 4:00 pm during the summer.

This data-driven program will decrease violence by increasing protective factors, decreasing risky behavior and reducing systemic factors related to violence. Outcome will be measured using the standardized Communities that Care Youth Survey, in addition to qualitative data from participants and staff. Thank you for this opportunity.

Mary Santana,
Executive Director

Section C: Agency Description

The Miracle Center (TMC) provides youth from educationally and/or economically disadvantaged communities between the ages of 11 to 24, a socio-emotionally supportive environment for personal growth, creative and academic development. TMC empowers young people to learn the social, discipline, self-advocacy and character-building skills to become successful students, committed family members, and responsible citizens. In turn, this prevents them from engaging in unwanted pregnancy, gang violence, and drug-use.

The Miracle Center has over 20 years of experience. TMC's *Arts Incubator*, a state-of-the-art performing arts facility, directly impacts the lives of 500 young people annually. TMC offers year-round after-school programming, theater arts, youth entrepreneurship, work force development and summer arts camps to youth from the low-income communities of Hermosa, Humboldt Park, Logan Square, and Belmont Cragin. TMC's programs are available Monday through Friday from 3:00 pm to 8:00 pm during the school year and Monday through Friday from 9:00 am to 4:00 pm during the summer.

The Miracle Center provides a safe haven for young people. TMC is comprised of strongly diverse culturally- and academically-enriched programmatic initiatives that influence the lives of young people. TMC also has a very rich and dynamic history in the Performing Arts. TMC forges strong partnerships with legislatures, schools and community leaders while maintaining the loyalty and commitment of long-standing youth participants. Youth embark on year-round development in areas of team building, leadership, and self-esteem. TMC's After School Program is a tuition-free, year-round academic enrichment program for students between the ages of 11-18 offering intensive grade-appropriate tutoring, interpersonal skills, test

preparation, social and personal development activities after school and during the summer. The objective is to aid students in developing educational, professional and life skills.

TMC sustains program funding by establishing long-term viable partnerships with funders and donors. TMC's programs increase advocacy and outreach through activities that focus on leadership development, skills building and job readiness. These activities encourage attendance and provide a safe environment in which to express their talents and voices. As a result, TMC continues to produce effective programmatic results. Through this method, our funders have increased their level of support.

As evidence of its excellence, in the last three years TMC received state-wide funding from the following:

- 1) Safe Communities for Illinois (SCIL) - \$20,000, Year Granted- 2014
- 2) DHS Summer Youth Employment - \$68,784.79, Year Granted – 2014
- 3) Community Violence Prevention Program (CVPP) - \$100,000
- 4) Partnership for Success - \$95,000
- 5) Community Development Block Grant (CDBG) - \$35,000.00
- 6) Teen Reach - \$83,425
- 7) After School Networks - \$26,299

Since 2003, TMC has offered an all-inclusive after school program for youth of all ages. In the last 10 years TMC has streamlined its focus on ensuring all youth from various backgrounds were afforded access to the Theater and Performing Arts. Arts Education is an effective vehicle for TMC to inspire troubled youth to redirect their focus academically, socially and professionally.

Section D: Executive Summary & Agency Organizational Chart

TMC's After School Program (ASP) cultivates youth in achieving good grades, effective time management, strong self-esteem, goal attainment, and positive friendships. However, the strongest contribution is the development of academic and personal support needed to succeed in school and their communities. The key principles of ASP support participant growth in the following domains:

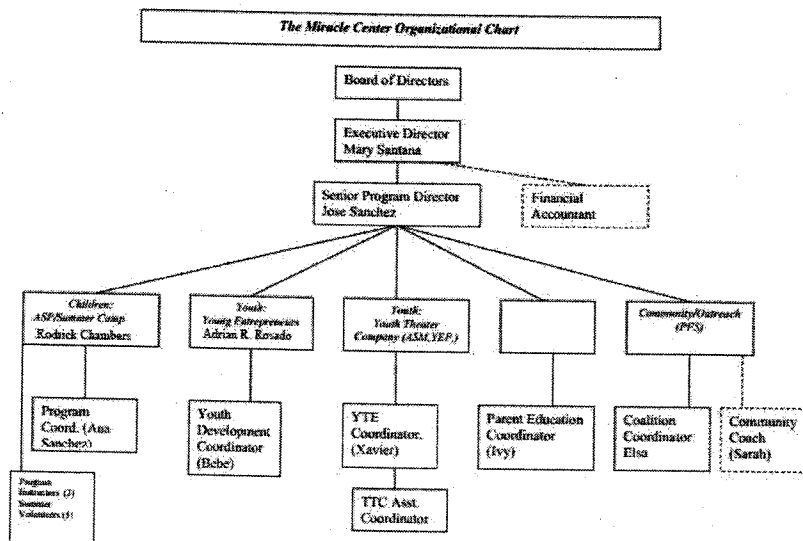
- Gain increased sense of self respect, confidence and discipline in the areas of personal development, academic progression and career-readiness.
- Acquire an understanding of how to integrate, properly, emotions and logic in the decision making process.
- Develop strong verbal communication skills, cohesive learning abilities and relationship building techniques during peer-to-peer and adult-to-youth interactions.
- Engage in healthy exchange of ideas and concepts within a large group to help overcome social anxiety; addressing challenges around accountability; overcoming personal burdens and setbacks.
- Develop the ability to evaluate constructive criticism and apply it effectively to personal and academic goals.
- Create and implement a strategic personal and academic plan of action (an extensive list of goals and objectives with realistic deadlines for achievement).

In addition to keeping youth safe, ASP builds emotional, social, and academic skills. This is attained through learning activities, homework assignments, and the utilization of the Arts and service learning activities. The program's key elements include:

- **Academic Enrichment:** Students receive academic support specific to their individual needs, assess current educational and skill levels, receive tutoring and/or assistance with school work and related projects.

- **College Prep:** TMC guides students through the college application process including research, personal essays, self-advocacy, recommendation letters, scholarships, financial aid and decision making.
- **Service Learning:** TMC creates opportunities for young people to make a difference in their communities, learn about different organizations, build their adult resource network, and earn community service credits.

Program Director – Rodrick Chambers, will directly manage, oversee and evaluate activities aligned with programs goals that support the academic success and the social/emotional development of all students. (Resume Attached). One-on-one mentoring empower youth in the program to make positive life choices that enable them to maximize their academic and social potential. The Program Coordinator will work alongside the Program Director in implementing and reporting on program activities, while reporting on outcome-level data. The Program Coordinator will provide one-on-one mentoring and academic support to students, in consultation and supervision with the Program Director.



Section E: Description of the Problem

Violence is a “deliberate act intended to cause physical harm against a person or persons in the community”¹. Violence adversely affects the health and welfare of all Americans through premature death, disability, medical costs, and lost productivity². According to the most recent crime statistics from the Chicago Data Portal³, 23,739 crimes were committed in TMC’s catchment area. Out of the reported crimes, 14.7% (N=3483) were considered domestic crimes. Lastly, 69.7% (N=16,550) did not result in arrest by the time the report was published in 2014.

The top 5 reported crimes are:

| Type | Number of Reports | Overall Percentage |
|-----------------|-------------------|--------------------|
| Theft | 4,808 | 20.2 % |
| Battery | 4,106 | 17.3 % |
| Narcotics | 3,657 | 15.4 % |
| Criminal Damage | 2,412 | 10.2% |
| Burglary | 1,546 | 6.5% |

Comparative statistics⁴, describe incidence of violent crimes compared to city and national data. The morality rate for assault (homicide) per 100,000 persons (age adjusted) within the catchment area ranges from a low of 7 in Logan Square, to a high of 29 in Humboldt Park. The city rate is 15.1, while the national rate is 6.1. As observed, all community areas rate higher than the national average. Humboldt Park, however, nearly doubles the city rate and quintuples the national rate. Similarly, the firearm-related death rate in Chicago is 13.8, whereas the rate is 10.2 nationally. In our selected communities the rate are 5.5 in Logan Square, 11.8 on Hermosa, 10.2 in Belmont Cragin and 22.7 in Humboldt Park.

¹ Cooley-Quille, M. R., Turner, S. M., & Beidel, D. C. (1995). The emotional impact of children’s exposure to community violence: A preliminary study. *Journal of the American Academy of Child and Adolescent Psychiatry*, 34, 1362–1368.

² Office of Juvenile Justice and Delinquency Prevention: Violence in the community, 1998. Online. Available at: <http://www.ojjdp.gov/jjbulletin/9804/community.html>. Accessed April 12, 2015.

³ Chicago Data Portal: Crimes – 2013, 2015. Online. Available at: <https://data.cityofchicago.org/Public-Safety/Crimes-2013/a95h-gwzm>. Accessed April 13

⁴ Chicago Data Portal: Selected public health indicators by Chicago community area, 2015. Online. Available at: <https://data.cityofchicago.org/Health-Human-Services/Public-Health-Statistics-Selected-public-health-in/iqnk-2tcu>. Accessed April 13, 2015.

Violence specially impacts the most vulnerable. "Children living in conditions of poverty with an accumulation of demographic risk factors are at high risk for multiple violence exposures," with as high as 93% of children being exposed to at least one act of violence during their lifetime⁵. Researchers note that "exposure to family abuse was a significant unique predictor of PTSD symptomatology and intimate partner violence was significantly associated with symptoms of aggression". In contrast, more distal violence exposure was associated with internalizing and externalizing symptomatology, which is associated with depression, anxiety and antisocial behaviors. Furthermore, early exposure to violence leads to further violence: "adults exposed to intra-familial violence in childhood are at greater risk for arrest for a violent crime, and for earlier and more chronic involvement in criminal behavior"⁶.

The Center for Disease Control (CDC) stated that violence was the leading cause of deaths and injuries in the United States, with an estimated 50,000 deaths, and 2.2 million injuries requiring medical attention each year⁷. Violence related injuries cost the United States \$5.6 billion in medical costs and another \$64.8 billion in productivity losses. This represents a social drain in U.S. vital resources. Furthermore, Bloomberg Business reported that shootings cost Chicago \$2.5 billion a year, or about \$2,500 per household. However, "many of those costs are intangibles, like keeping people from going outside or letting their children walk to school"⁸. Reducing this even a fraction, would free up more money than the city expects to save each year from the closing of 49 elementary schools approved recently by the school board.

⁵ Mohammad, E., Shapiro, E., Wainwright, L., & Carter, A. (2015). Impacts of family and community violence exposure on child coping and mental health. *Journal Of Abnormal Child Psychology*, 43(2), 203-215.

⁶ Perez, C., & Widom, C. (1994). Childhood victimization and long-term intellectual and academic Outcomes. *Child Abuse and Neglect*. 18:617-633.

⁷ Corso, P., Mercy, J., Simon, T., & Finkelstein, E. (2007). Medical costs and productivity losses due to interpersonal and self-directed violence in the United States. *American Journal of Preventive Medicine*. 32(6): 474-482.

⁸ Jones, T. & McCormick, J. (2013). Chicago killings cost \$2.5 Billion as murders Top N.Y.'s. *Bloomberg Business*. Online. Available at: <http://www.bloomberg.com/news/articles/2013-05-23/first-lady-s-chicago-shows-gun-toll-for-city-that-bleeds>. Accessed April 12, 2015.

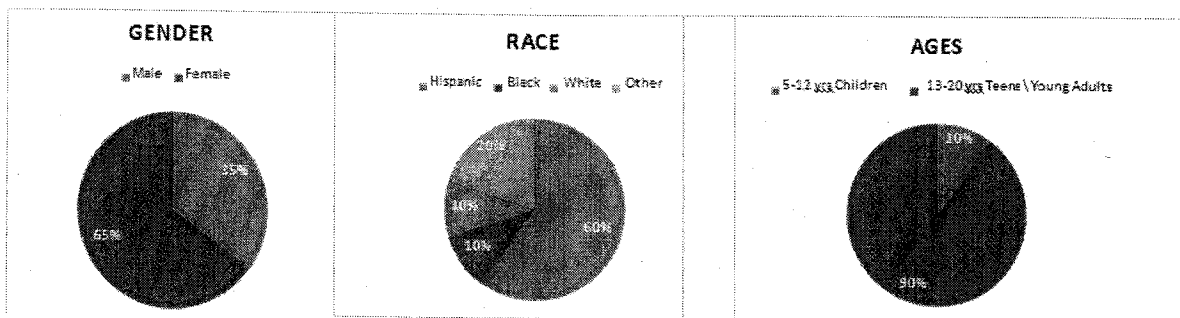
Section F: Description of the Target Population

Demographically, TMC's catchment area is predominantly Latino, ranging from 51 percent Hispanic in gentrifying Logan Square to 87 percent Hispanic in Hermosa. Additionally, these community areas are disproportionately poor, ranging from a low of 18.7 percent below the poverty line in Avondale to a high of 34.3 percent in Humboldt Park.

The Miracle Center leverages its relationships and partnerships with neighboring Chicago Public Schools and youth centers to support and identify at-risk students with an interest in Arts and Culture. Partnering schools include: Ames Middle School, Hulan Elementary School, Mozart Elementary School, Nixon Elementary School, Stowe Elementary School, Kelvyn Park High School, Pritzker High School, North Grand High School, Foreman High School, Antonia Pantoja High School, ASPIRA Early College, and Schurz High School. The After School Program will impact the community by 1) educating and bringing awareness to the importance of supporting Arts Education and its benefits. 2) Engaging local artists and theater experts to speak and share their experience in arts and culture with program participants and their families. These workshops and presentations will be open to the public and used to build public awareness. 3) Students will expose the community to various forms of Art, therefore serving as an Art and Culture Ambassador and resource in the community.

Community residents and local artists will be invited to attend an orientation. This orientation is designed to introduce and educate residents about the importance of integrating Arts within the community creating viable outlets for at-risk youth as well as creating a supportive platform. The orientation will highlight the key fundamentals of the program including a tour of facility coupled with a faculty meet and greet; youth will have the chance to

share their experiences and share the vital role this program plays in their daily lives. In addition, TMC will work with the neighboring Chambers of Commerce to invite members to lead workshops, offer financial literacy, self-esteem building and one-on-one youth mentoring. Students will learn how to incorporate practical life skills and peer to peer collaboration into Theater Arts. Youth participants will periodically hosts open theater productions free to the public which will include cold readings, dry-runs and Q&A sessions with program participants. Other opportunities for engagement would include students shadowing local artists in the performing arts (make-up expert, costume designer, set manager, actor etc.) for the day. TMC will host a Parental orientation for elected students. Youth participants and parents will be provided with a welcome and introduction tour of workplace and facilities, receive an Program Manual outlining the organization's procedures and policies, a description detailing the program's specifics goals and purpose, and an overview of the company safety plan. They will also have the opportunity to attend a meet and greet of all program staff including the Life Coach.



Section G: Proposed Program & Implementation Schedule

The After School Program will engage children and youth, ages 11-23 in after school programming targeted at increasing academic, social and interpersonal competence. The program will be divided into 3 modules, which will be divided in developmentally-appropriate cohorts. Each cohort will consist of around 12 participants, who will meet for 13 weeks. Each cohort will meet three (3) times a week, for a total of 39 meetings. The ASP expects a total of 50 unduplicated participants during the duration of the grant.

As youth develop these skills in a safe, supporting and challenging environment they will be asked to engage their surroundings through a professional theater production. In order to carry out the preparation, development and performance, participants will take ownership of distinct components of the project and collaborate with one another to accomplish their collective and individual tasks. A meta-analysis of violence-reduction interventions reported violence begins during the adolescent years and peaks during early adulthood¹. This finding reiterates the importance of early-interventions in curbing episodes and rates of violence. These interventions are particularly necessary in communities with high risk factors for interpersonal and communal violence, as was reported in Section E. However, in order to reduce rates of existing violence and preventing future incidence of violence, a multi-systemic intervention is necessary. The ASP espouses such comprehensive approach by: (1) increasing protective factors against violence; (2) decreasing risky behavior and creating safe spaces, and (3) addressing systemic causes of violence such as low employment, low academic performance and decreased substance use.

Increase Protective Factors: These are environmental factors within a person or a community that decrease exposure, or lessen negative consequences of exposure, to violence. Factors identified as protective include involvement in conventional activities (such as sports, art and

¹ Fagan, A. A., & Catalano, R. F. (2013). What Works in Youth Violence Prevention: A Review of the Literature. *Research On Social Work Practice*, 23(2), 141-156.

recreation), family support, teacher support, pre-morbid mental health and emotional self-regulation and expression². The ASP increases protective factors by engaging families and participants in the collaborative process of production and advertisement of the final play. In addition, the ASP provides a safe, stable, and non-judgmental space for emotional self-expression and interpersonal support. The Office of Juvenile Justice and Delinquency Prevention (OJJDP) state that the most violent hours during school days are between 1 and 5 PM³. For that reason, an effective after-school program will decrease existing violence and prevent future incidences of violent and risky behavior.

Decrease Risky Behavior: A study by researchers from Rutgers University reported that two common factors that influenced risky behavior in teenage girls was negative body image and depressive symptoms⁴. For male teens, according to a Vermont Department of Health⁵, successful interventions in reduction of risky behaviors include increase in pro-social bonds, teaching of life-skills that focus on refusal, conflict negotiation and decision-making, set and enforce clear expectations for behavior, set high expectations for success and provide opportunities for meaningful involvement. The ASP provides opportunities for youth to engage in goal-oriented behavior that requires creative and collaborative work with peers and professionals in order to implement a major theater production.

Addressing Systematic Causes of Violence: The ASP provides practical entrepreneurial and professional skills by engrossing participants with resources and tools needed to competently produce, direct and create professional theater production. Academic achievement, including increased graduation rates, college attendance and retention rates will be accomplished through mentoring and homework support. Discussions regarding race

² Löfving-Gupta, S., Lindblad, F., Stickley, A., Schwab-Stone, M., & Ruchkin, V. (2015). Community violence exposure and severe posttraumatic stress in suburban American youth: risk and protective factors. *Social Psychiatry & Psychiatric Epidemiology*, 50(4), 539-547.

³ The Office of Juvenile Justice and Delinquency Prevention (OJJDP), 2015. Online. Available at: <http://www.ojjdp.gov/ojstatbb/offenders/qa03301.asp>. Accessed April 27, 2015.

⁴ Anatale, K., & Kelly, S. (2015). Factors Influencing Adolescent Girls' Sexual Behavior: A Secondary Analysis of the 2011 Youth Risk Behavior Survey. *Issues In Mental Health Nursing*, 36(3), 217-221.

⁵ Vermont Department of Health, 2015. Online. Available at: http://healthvermont.gov/adap/prevention/success_youth.aspx. Accessed April 27, 2015

and gender, among others will be a core component of group-discussions and socio-emotional support provided to participants. Discussions will occur in a culturally-competent and age-appropriate manner.

| Skills Development Plan ASP Grant 13 Weeks | | |
|--|---|--|
| Module 1 | Module 2 | Module 3 |
| <p>Skills: Collaboration, Verbal Communication, and Problem-Solving</p> <p>Collaboration (Week1)</p> <p>Activity One (Week 1): The students will build confidence, trust and cooperation through a series of team building activities such as Two Truths and a Lie, and Great Egg Drop etc. These activities will develop listening skills in students.</p> <p>Activity Two (Week 1): Students will break out into small groups, using different communications strategies to work collaboratively to identify the elements of the theatrical production, including the plot, character, setting, mood, dialogue, conflict, and theme.</p> | <p>Skills: The Ability to Learn Quickly--AND Correctly, Motivation and Commitment and Planning for Success</p> <p>Planning for Success (Week 5)</p> <p>Activity One (Week 5): In a roundtable forum, students will actively discuss and define production's goals and responsibilities based on each student's skill set and interests.</p> <p>Activity Two (Week 5): Students will be assigned their respective roles and staffing responsibilities. Students will then break out into small groups, according to position, to create an effective production and rehearsal time line that accommodates everyone's schedule.</p> | <p>Skills: Personal Mindset, Leadership Accountability, and Self-Confidence</p> <p>Personal Mindset</p> <p>Activity One: (For Students who are part of cast) This activity will help students to developed techniques needed to maintain emotional composure and focus on delivering lines despite distractions. Each student will pair up to act out assigned scene(s) from the production <i>Beauty and the Beast</i>, while the other students (acting as audience) aren't paying attention and/or creating a disturbance.</p> <p>Activity Two: (For Students who are part of crew) production crew will develop a strategic working plan for setting up and breaking down set, with minimal instruction. Within the assigned time, they will be responsible for implementing and demonstrating the plan.</p> |

| Verbal Communication (Weeks 2-3) | The Ability to Learn Quickly--AND Correctly (Weeks 6-7) | Leadership Accountability (Week 10) |
|--|--|--|
| <p>Activity One (Week 2): Students will demonstrate acting abilities using vocal projection, inflection, and articulation in a short scene monologue from the theater production. As a requirement, students will incorporate other art forms including dance, vocal and/or visual arts into their performance. Following the performance students will discuss, in a roundtable, the message in which their selection reflected.</p> <p>Activity Two (Week 3): Receiving constructive feedback about a performance or visual art piece is an integral part of performance. Students will be encouraged to present original pieces of their work to their peers. Their peers will then provide oral criticism. Their original work can span across various forms. The student will demonstrate the ability to receive and incorporate constructive criticism in their work.</p> | <p>Activity One (Week 6): Safety must be given the highest priority in theater production. Students will learn TMC's safety guidelines, staging & theater equipment. After a presentation from TMC safety staff, each student must demonstrate appropriate safety techniques of the facilities via a written quiz.</p> <p>Activity Two (Week 7): In a roundtable, students will identify the technical needs of the production and the Beast including the props and costumes activity, students will reflect on a time in which they avoided responsibility for their own actions and how it affected the team. In a short essay statement, each student will be assigned to present acknowledge the mistake, and explain what they learned from stage plan including actors' directions, props and costumes requirements.</p> | <p>Activity One (Week 10): As students continue to work collaboratively on the production, they will learn how a leader makes himself/herself accountable. In this activity a special speaker, (a noted leader in the Theater Arts) will discuss how crucial accountability is for building and maintaining successful teams. Helping the students to understand that mistakes are part of the learning process in the arts, how to acknowledge them, learn from them and move on.</p> <p>Activity Two (Week 10): As a follow up to the previous activity, students will reflect on a time in which they avoided responsibility for their own actions and how it affected the team. In a short essay statement, each student will be assigned to present acknowledge the mistake, and explain what they learned from stage plan including actors' directions, props and costumes requirements.</p> |
| Problem-Solving (Week 4) | Motivation and Commitment (Week 8-9) | Self-Confidence (Weeks 11-12) |
| <p>Activity One (Week 4): Students will explore various ways to effectively address problems that may occur among its members. Students will act out different situations where the action of one team member is interfering with the team's success. Divided into small teams, each group will provide both positive and negative alternatives for working through the problem presented. Each student will take turns being the "difficult" member.</p> <p>Activity Two (Week 4): Students will work together, swiftly and creatively to problem-solve issues that arise during the production. Students will be provided difficult scenarios that require them to think creatively and collectively. For example: an essential light fixture for the production is found broken the day of the production, the group has a limited amount of time to together to create and implement a solution.</p> | <p>Activity One (Week 8): To develop a motivated, cohesive team, students will be divided into two groups. The first group will provide a statement which the second group will need to complete. Each student should include a setback. The second group through rehearsal scenes from Beauty and the Beast. Production will finish the statement by contributing all technical and motivational thought. For example: "I feel most defeated when I fail at completing a goal however I never give up" (a student in group two provides a motivational thought to complete statement). However knowing I gave my all helps me understand the importance of not quitting. I will continue working towards my goal." Once every student in both groups have completed a statement, an assigned student will compile a list including each statement and place in a notebook to be used as a motivational tool and reference.</p> | <p>Activity One (Week 11): Student will be divided into two groups (Production and Cast). Cast: In previous modules students discussed essential skills and qualities for acting. Students will now demonstrate the use of each essential skill through rehearsal scenes from Beauty and the Beast. Production: Students will discuss and finalize all technical needs for the production. Students will provide feedback and adjustments as needed.</p> <p>Activity Two (Week 12): Students will learn the importance of a dry-run which will help them to identify any potential issues during production. Students will conduct a dry-run of the production assessing and developing a solution for issues that occurred during the dry-run.</p> |

| | | |
|--|--|---|
| | <p>Activity Two (Week 9): Students will demonstrate their level of commitment through production staff will develop the construction of the scenery, costumes, and tech needs including audio, stage lighting, props and fixtures. Cast members will demonstrate the purpose of rehearsing by reading and analyzing <i>Beauty and the Beast</i> script. Each cast member will rehearse their respective character conveying accurately the setting, mood, and theme within their performance.</p> | |
| <p>Goal One: Students will acquire critical thinking, creative learning, and skills for improving productivity by employing effective oral communication, constructive criticism, and originality. The goal is to provide students with a keen understanding of the collaborative theatrical process.</p> | <p>Goal Two: Students will gain technical and artistic decision making skills used to produce and convey the playwright's intent. In this module, students will learn staging, set concepts & design, costumes & props, including character development. The students will also identify the roles and responsibilities of the cast and production staff.</p> | <p>Goal 3: Students will acquire the skills to develop healthy and productive work habits while working towards a common goal. This joint effort creates a sense of acceptance, and an opportunity for them to <i>find their voice</i> which is vital for developing a healthy self-esteem. They will learn to associate the benefits of dedication, and accountability with the feeling of accomplishment. They practice healthy work ethics (i.e., being on time for rehearsals and performances), respecting the contributions of cast and crew members, and contributing to the success of the final production.</p> |

The ASP will meet 3-days a week for direct interventions, and two days will be provided as open-forum for academic enrichment, one-on-one mentoring and overall production work. The designated days for interventions are Mondays, Wednesdays and Fridays. Mondays will be used primarily for on-on-one mentoring and guest speakers. Wednesdays will be used for the production-related activities described above. Fridays will primarily be academic enrichment.

Section H: Expected Outcomes

The following table illustrates the logic model for the ASP, which addresses outcomes, outputs, activities and evaluation tools. The assessment tool that will guide program evaluation in all outcome categories is the Communities that Care Youth Survey ® created by the Social Development Research Group from the University of Washington⁹. This measurement tool was drawn from the Center for Disease Control's (CDC) Compendium of Assessment Tools: Measuring Violence-Related Attitudes, Behaviors, and Influences Among Youths¹⁰. This tool is free, though it requires a moderate level of technical support. The staff responsible for each component will be listed, as well as a projected timeline for outcome completion.

| Outcome | Output | Activity | Time (per cohort) | Staff Responsible | Evaluation Tool |
|-------------------------------------|--|---|--------------------------|---|---|
| Increased Protective Factors | Participants will attend at least 90% of scheduled activities | Weekly after-school programming | Daily | Program Coordinator | Daily attendance |
| | Participants will accurately report family support | Parent-nights, group discussions and theater production marketing | Week 13 | Program Coordinator | CTC Youth Survey |
| | Participants will learn no less than 5 skills for emotional self-regulation and expression | Modular activities, on-on-one mentoring | Week 13 | Program Coordinator/Program Director | Participant self-assessment (qualitative) |
| Decreased Risky Behavior | Participant's engagement in risky sexual behavior will decrease | One-on-one mentoring, group discussions, guest speakers | Week 13 | Program Coordinator/Program Director/Executive Director | CTC Youth Survey |
| | Participants will decrease use of alcohol/illegal substances | One-on-one mentoring, group discussions, guest speakers | Week 13 | Program Coordinator/Program Director/Executive Director | CTC Youth Survey |

⁹ Glaser, R. R., Horn, M. V., Arthur, M. W., Hawkins, J. D., & Catalano, R. F. (2005). Measurement Properties of the Communities That Care® Youth Survey Across Demographic Groups. *Journal Of Quantitative Criminology*, 21(1), 73-102.

¹⁰ Center for Disease Control (CDC). Measuring Violence-Related Attitudes, Behaviors, and Influences Among Youths: Compendium of Assessment Tools, 2005. Online. Available at: http://www.cdc.gov/violenceprevention/pdf/yv_compendium.pdf. Accessed April 27, 2015.

| | | | | | |
|---|--|---|---------------------|---|---|
| | Participants will report reduced positive attitude regarding risky behaviors | One-on-one mentoring, group discussions, guest speakers | Week 13 | Program Coordinator/Program Director/Executive Director | CTC Youth Survey |
| Reduced Systemic Factors Related to Violence | Youth will increase employment skills | Professional theater production | Week 13 | Program Coordinator/Program Director | Youth self-assessment (qualitative) |
| | Youth will increase academic performance | Academic enrichment | Week 13 | Program Coordinator | Report Cards |
| | Sustained graduation rate, college attendance and college retention compared to city-wide statistics | College Prep, One-on-one mentoring, guest speakers | Year-end Evaluation | Program Coordinator/Program Director/Executive Director | Report Cards, youth self-assessment (qualitative) |

The Communities that Care Youth Survey (CTC Youth Survey) used a sample of over 170,000 students to measure multiple risk and protective factors in seven states during 1998. The survey was analyzed in order to determine the factor structure and to test the equivalence of the factor models across five different ethnic groups: African American, Asian or Pacific Islanders, Caucasians, Hispanic Americans, and Native Americans. The survey was administered to students from both genders in four grade levels: 6th, 8th, 10th and 12th. The results of this examination demonstrated high construct validity for the instrument, as well as very high reliability among gender and ethnic groupings¹¹.

In addition, TMC will use one-on-one exit interviews with each program participant to measure criteria not measures by the aforementioned instrument. These criteria include activities towards continued education, self-perceived employment skills, and skills relating to emotional self-regulation and expression. The interviews will be coded to be in line with the quantitative tools and will be stored safely and confidentially in each participant's chart.

¹¹ Glaser, R. R., Horn, M. V., Arthur, M. W., Hawkins, J. D., & Catalano, R. F. (2005). Measurement Properties of the Communities That Care® Youth Survey Across Demographic Groups. *Journal Of Quantitative Criminology*, 21(1), 73-102.

Section I: Planning & Preparation Activities

The After School Program relies on an understanding of at-risk youth behavioral habits and academic interests. As such, TMC explored these factors before developing its educational activities and work plan. The initial successions were undertaken from fiscal year 2014 and followed a sequence of steps to engage students. Steps include:

- Identify key subjects and projects that students are interested in pursuing ranging from academic enrichment to theater arts. The Program Director work to secure curriculum and schedule of age-appropriate workshops and classes.
- Pre-intervention meeting with select group of school guidance counsel and parents to identify specific social, behavioral and academic challenges students may face. Determine the most useful approaches for improvement and possible tactics for creating problem solving techniques.
- Recognition: All students who successful complete the ASP will be acknowledged for their efforts and encouraged to participate in additional programming at TMC. Certificates will be tailored to reflect what was learned and the student's achievement(s).
- Meet with Program staff and stakeholders to discuss effectiveness of program and follow-up activities with students.

Upon participant entry into the program, each student and their family will be interviewed by the Executive Director and the Program Director. The purpose of this interview is to develop rapport and buy-in from the entire family system, as well as attain basic demographic information. This meeting will also help identify both family- and individual-level goals for program participants, which will provide the Program Coordinator with point-of-entry information to best support individual participants and their families.

All program staff are trained on Microsoft Access, the electronic data tracking system currently being used by the organization. Each goal and objective will be evaluated at the culmination of the 13 week session. The following procedures are followed to ensure that data collection methods and measures are consistent:

- Program Director submits quarterly student progress report – this provides update on the academic progression of the student.
- Program Coordinator, utilizing the Microsoft Access database, will submit student attendance and retention.
- Program Coordinator will document and track all parental site visits and engagements with participant's collaterals to discuss program progress and student's status.

Outcome evaluations are conducted by the Program Director in consultation with the Program Coordinator to ensure accuracy and proficiency. Evaluation results will be used to measure program effectiveness. Output-level data will be analyzed and reported by the Program Director and Executive Director. Once the evaluation has been analyzed and approved, the program team will explore strengths and weakness identifying room for improvement and implement new methods if applicable. Results will be shared with TMC constituents and supporters via success stories, youth led productions, online newsletter, and TMC's social media. Consent and assent will be attained by all program participants and their families. These forms will be recorded accurately and added to each participant's file.

Section L: Qualifications of the Proposer

The Miracle Center (TMC) provides youth from educationally and/or economically disadvantaged communities between the ages of 11 to 24, a socio-emotionally supportive environment for personal growth, creative and academic development. TMC empowers young people to learn the social, discipline, self-advocacy and character-building skills to become successful students, committed family members, and responsible citizens. In turn, this prevents them from engaging in unwanted pregnancy, gang violence, and drug-use.

The Miracle Center has over 20 years of experience, currently impacting the lives of 500 young people annually. TMC offers year-round after-school programming, theater arts, youth entrepreneurship, work force development and summer arts camps to youth from the low-income communities of Hermosa, Humboldt Park, Logan Square, and Belmont Cragin. TMC's programs are available Monday through Friday from 3:00 pm to 8:00 pm during the school year and Monday through Friday from 9:00 am to 4:00 pm during the summer.

TMC sustains program funding by establishing long-term viable partnerships with funders and donors. TMC's programs increase advocacy and outreach through activities that focus on leadership development, skills building and job readiness. These activities encourage attendance and provide a safe environment in which to express their talents and voices. As a result, TMC continues to produce effective programmatic results. As evidence of its excellence, in the last three years TMC received state-wide funding from the following:

- 8) Safe Communities for Illinois (SCIL) - \$20,000, Year Granted- 2014
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13) Teen Reach - \$83,425

14) After School Networks - \$26,299

Since 2003, TMC has offered an all-inclusive after school program for youth of all ages. In the last 10 years TMC has streamlined its focus on ensuring all youth from various backgrounds were afforded access to the Theater and Performing Arts. Arts Education is an effective vehicle for TMC to inspire troubled youth to redirect their focus academically, socially and professionally. The programs that TMC offers in order to engage the whole community are:

Junior Theater Ensemble (JTE): an innovative program that encourages teens between the ages of 14-18 to aspire to achieve their dreams, enhance interpersonal development skills and self-esteem. YTE utilizing a performing arts model as a powerful tool for educating and inspiring students to work collaboratively to write & produce theater productions that address subject matter pertinent to the community. As a part of the YTE program model, stipends are awarded to youth program participants. In addition to educating young people on social and professional responsibility, this initiative, imparts knowledge, on-site life coaching, and mentoring.

The Young Entrepreneur Program (YEP) empowers and employs 70 budding entrepreneurs. YEP, in partnership with After-School Matters (ASM), Illinois Department of Human Services (IDHS) and DFSS Youth Ready Chicago summer work programs, transforms aspiring youth into successful entrepreneurs by teaching the importance of owning and operating their own businesses. This project-based initiative offers youth an extensive hands-on curriculum teaching ethical business practices, business plan development, personal finance, customer service,

networking and conflict resolution. By introducing this program to high school students, they gain the prowess needed to launch a business, create jobs, and secure their futures.

The Community Awareness Program engages communities and neighboring organizations to bring awareness to issues plaguing the youth. In 2014, TMC was awarded the Safe Communities for Illinois (SCIL) grant – designed to aid local communities in developing creative and comprehensive public education programs in at-risk neighborhoods where seat belt usage rates are lower and motor vehicle-related fatalities and alcohol-related fatalities are higher than other communities. In partnership with the Healthy Hermosa Coalition, TMC developed an in-house marketing campaign with a focus on health and wellness. Never Too Late To Lose Weight educated high school students, susceptible to obesity, about proper nutrition and integrating fitness into their lifestyle. The initiative incorporated hands-on activities and comprehensive workshop learning sessions. Lastly, the Stay fresh, Stay Sober campaign addressed underage drinking, alcohol prevention and the important environmental influences on teen alcohol-use.

Arts Incubator: A space available to community artists and entrepreneurs during non-youth session hours, community members will work in close proximity with professionals. This space will expand existing arts drop-in hours, and will function similar to a community café, thus adding to the local milieu. This space will also develop private/public/non-profit collaboration on arts education, while addressing space needs for artists and creative professionals.

The Workforce Initiative advocates about the importance of providing youth entering in adulthood with criteria for career assessment, and opportunities to gain valuable work experience. TMC's Workforce Initiative, in partnership with the Neighborhood Recovery Initiative (NRI), Illinois Department of Human Services (DHS) and Illinois Community Violence Prevention Program/Fellowship Connection, provides employment training and job

placement to young adults between the ages of 16-24. Through this initiative, young adults are equipped with the occupational skills needed to compete in the workforce.

Section M: Key Personnel

Mary A. Santana- Founder and Executive Director

Mary's calling to impact youth's lives through Art began in her basement apartment, where she ran a 9-week Summer Arts program. In that space, children were taught the performing arts of dance, choir, music and theater. The children were impacted by field trips and new opportunities. Within the next five years, The Miracle Center became incorporated in 1998 and recognized as an official Faith-based non-profit organization. In Humboldt Park, where the Summer Arts Camps was run, Mary forged many helpful partnerships. In 2002, The Miracle Center expanded its programs, offering 8-week Saturday Arts Activities, Christmas Break activities, carnivals and festivals for the community. The Miracle Center also opened two centers in Tampa, Florida to meet the needs of the city's youth. In January of 2003, The Miracle Center began offering year round after-school programs for children and youth of all ages. For the 2008-2009 school year 65 children were serviced, 150 children for the summer and nearly 80 teens employed.



Today, The Miracle Center is a vibrant not-for-profit whose success is driven by a visionary leader and a diverse team of experienced full and part-time staff and volunteers. Entering 2009, The Miracle Center has implemented six new programs including YEP-Young Entrepreneur Program, Community Asset Mapping, IDOT Team for Beautification, GED/ESL assistance and Emerging Leaders of Chicago. These programs are in addition to the thriving theater and arts programs that present exceptional spring and summer art productions for the community.

Mary Santana

Founder

The Miracle Center

3740 W. Belden

Chicago, IL 60647

msantana@themiraclecenter.org

773-276-5933

QUALIFICATIONS

- Superior communication skills, distinguished public speaker, excels in providing public presentations, public trainings and inspiring new public visions.
- Exceptional leadership and change management skills, strategic management and administration skills.
- Key mentoring, coaching, and motivational skills.
- Ability to work with and lead teams at a community level and executive level.
- Ability to foster team productivity, motivation, and leadership in a group oriented environment.

EXPERIENCE

May 1995 to Present

The Miracle Center

Founder and Executive Director

The Miracle Center is a 15-year faith based non profit agency whose purpose is to assist children, youth, and families particularly through the performing arts to grow spiritually, mentally, emotionally, socially and physically during after-school and out-of-school programs. The Miracle Center is dedicated to helping children and youth learn and grow as performers, creators and directors; and to instill in all children and youth an appreciation for the performing arts that can be carried with them into adulthood.

Administration - Manage all day-to-day aspects related to financial management, program management, human resources, community relations and development with a staff of 10 employees. Develop and implement city wide marketing plan, expansion plan, and diversification plan.

Accomplishments:

- Developed systems for organization's expansion to the State of Florida with two Miracle Center satellite locations.
- Administration concepts and practices incorporated to remote operations in Florida.
- Provided remote services for over 200 youth in Florida.
- Developed foundational systems for the organization from sustaining one summer camp a year to a total of 5 multi-disciplinary programs operating simultaneously within a year.
- Led community outreach efforts that resulted in the expansion of the organization via leveraging services and collaborations with more than 50 solid partners.
- Coordinated and led over 45 events which focused on displaying the power of the arts for building leadership and resiliency skills among youth.

Management - Implemented and remotely managed after-school and summer programs for fifteen years targeting children and youth, this particular role focused on heading the design of the programs and developing the management systems for successful operations and development of the organization.

Producer - Created unique opportunities for youth by integrating real world expectations with children's creative talents to participate as technicians and actors in the theatrical productions listed below. Such involvement directly resulted in a reduction in drop out rates, violence, and drug use among program participants:

- | | |
|---|----------------------------------|
| • Pirates and Genies | • Summer Glow |
| • Chosen Generation | • A Christmas Carol |
| • Fiddler on the Roof | • Beauty and the Beast |
| • Assembly Required | • How the Grinch Stole Christmas |
| • Willy Wonka and the Chocolate Factory | • Chicago's Puerto Rican Story |

EXPERIENCE

June 1986 to Dec 1995

Petersen Publishing Company ("Teen Magazine") - Chicago IL.

Sales and Marketing - Developed new business from telephone and mail inquiries. Coordinated corporate marketing events with clients and agencies. Administered all functions related to marketing and contract management.

Mary Santana

Founder

The Miracle Center

3740 W. Belden

Chicago, IL 60647

msantana@themiraclecenter.org

773-276-5933

EDUCATION

Masters in Non-Profit Administration – North Park University, Chicago, IL
Anticipated Graduation Date – June 2012

Bachelors in Arts – Northeastern University, Chicago, IL 2006

Brian Klemmer Leadership Training – San Francisco, CA March 2002

Entrenuity Entrepreneurship Facilitator Training – Chicago, IL 2007

AFFILIATIONS

North Park University – Chicago, IL
June 2009 to Present

Advisory Council Member for Axelson Center, School of Non-Profit Management

Communities United Against Racial and Ethnic Health Disparities – Chicago, IL
October 2009 to May 2010
Chair

Boys and Girls Club Logan Square – Chicago, IL
September 2000 to September 2003
Board Member

Rodrick Chambers – Program Director

Rodrick's career began at Eastern New Mexico University, where student and youth development became his priority. Rodrick started as a peer mentor for TRiO Student Support Services (SSS) for five years and worked his way to becoming the SSS Mentor Coordinator. His



role as Mentor Coordinator clarified his passion to mentor youth in an academic and career related capacity. After three years, Rodrick became Director of TRiO - Upward Bound where he discovered the importance of preparing high school youth for post-secondary training.

Rodrick also had the opportunity to travel to Capitol Hill in Washington D.C. on multiple occasions to speak with State Legislators and State Representatives on the importance of youth's post-secondary education and the importance of continuing to fund agencies that prioritize youth development. Rodrick has co-hosted a radio station titled Let's Talk TRiO where students, TRiO State Presidents, and Executive Council Members from TRiO's National Lobbyist (Council for Opportunity in Education), have shared their stories and proposals with listeners across the country. As a previous scholared athlete, musical artist, and scholastic researcher of communications, Rodrick understands the full scope of aspiring youth in the global economy today.

Rodrick has, recently, moved to Chicago, Illinois and looks forward to continuing to assist youth in architecting their dreams by empowering them with high quality zeal for living. A list of Rodrick's academic pedigree can be found below: Master of Arts, focus in Mass Communication; Bachelors of Science, focus in Communication Emphasis in Broadcast Journalism Minor, focus in Music.

Rodrick Chambers
92 Kenilworth Ct., Romeoville, IL 60446
Cell: 573.434.3340 & E-mail: Rodchambers@hotmail.com

Seeking a Director or leadership position in an educational institution where I can utilize my education, skills, and experience.

EDUCATION SUMMARY

Eastern New Mexico University Portales, New Mexico May 2013
Master of Arts, focus Mass Communication

Eastern New Mexico University Portales, New Mexico
Bachelors in Science, Focus in Communication

WORK EXPERIENCE

The Miracle Center, Chicago, IL (April 2014-Present)

Youth Employment Coordinator, Community Violence Prevention Program

Primary point of contact for all Mentors and Youth

- Managing, developing, and facilitating activities.
- Secondary point of contact for employers for recruitment and job placement.
- Submitting all grant related documents to host agency (Fellowship Connection, Chicago, IL)
- Weekly contact with host agency as well as monthly professional development trainings
- Weekly mentor staff trainings

Valley View School District, Romeoville, IL (February 2014-Current)

Substitute Teacher, K-12th

- Manage and facilitate students ranging from K-12th in the absence of full-time teacher
- Develop lesson plans as needed to progress student learning
- Proficient in classroom management
- Proficient in written and verbal communication skills
- Ability to connect with students and school officials

Eastern New Mexico University, Portales, NM (September 2010-January 2014)

Upward Bound Director, Dept. Student Affairs

- Direct the full range of programs and activities required to meet all Project goals and objectives
- Manage and oversee all staff
- Manage Project budget
- Lead reporting process including submitting all required U.S. Department of Education and ENMU reports in a timely fashion
- Maintain program data; retrieve and compile data as required for reports
- Direct evaluation and assessment process
- Supervise recruitment activities
- Advise/assist participants
- Advocate with ENMU for the needs of Project participants
- Ensure Project adheres to U.S. Dept. of Education requirements
- Oversee plan to inform individuals, faculty, organizations, and staff
- Chair recruitment/identify/selection process
- Chair Data Analysis/Decision-Making Team

Eastern New Mexico University (December 2003 – August 2010)

Mentor Coordinator, Student Support Services

- Supervise peer mentors for SSS participants
- Recruit new participants
- Develop workshops and events for SSS participants
- Establish weekly contacts with SSS participants, while delegating participants to peer mentor staff
- Arrange in-state and out-of-state campus tours to college/universities
- Arrange cultural trips, such as museums, plays, and historical sites
- Develop bi-weekly and monthly staff meetings/trainings
- Provide participants with a community resource referral system

Instructor for Freshman Seminar: University 101 August 2009

- Develop syllabus for course instruction
- Responsible for educating incoming freshman regarding the ENMU campus life and services
- Educate students on best note taking strategies, team building activities, and how to develop good relations with professor/campus personnel
- Provide students with knowledge of community resources
- Administer all grades
- Graduate Assistant Communication: Interpersonal Communication Instructor: Comm. 101 (2 classes)

Peer Mentor Aug 2003

- Student Support Services, Eastern New Mexico University
- Peer mentored college aged SSS participants
- Recruited new participants
- Develop a four year plan/degree hypothetical
- Developed personal goals with participants
- Join participants on cultural trips

Recommendations

“Rod is performing above expectations. He has acclimated to the program & TRiO. Most of all he is attentive to the students beyond expected duties.”

~Dr. Judith Haislett, VP Student Affairs

“ Know that you are appreciated and looking forward to what God is going to do with you next.”

~Pastor Hezekiah Sherley, Pastor of Agape Love Ministries

“ Mr. Chambers, thank you so much for all your help during our recent campus visit; escorting us to lunch, staying with us during the tour, introducing us to others on campus and answering all of the student's questions was welcoming and appreciated!”

~Lisa Thompson, UTA Upward Bound Director

Section N: Sub-contracting or Teaming

The Miracle Center will not be subcontracting for the purpose of this Proposal.

EXHIBIT 2

Schedule of Compensation

Appendix I Pricing Proposal Form

If your company has specific, unique and/or innovative ideas to implement this system that are outside of the parameters defined on the pricing proposal, please provide your firm's recommendations on a separate sheet.

EQUIPMENT

Appendix 1-Pricing Proposal Form

[illegible]

MATERIALS & SUPPLIES

[illegible]

PRINTING

| Item | Price | Unit | # units | 1 | 2 | 3 |
|----------------|----------|------|---------|---------|-----|---------|
| Printing | \$311.66 | | 12 | 100% | | |
| | | | | \$3,740 | \$0 | \$0 |
| | | | | \$0 | \$0 | \$0 |
| | | | | \$0 | \$0 | \$0 |
| | | | | \$0 | \$0 | \$0 |
| | | | | \$0 | \$0 | \$0 |
| | | | | \$0 | \$0 | \$0 |
| | | | | \$0 | \$0 | \$0 |
| | | | | \$0 | \$0 | \$0 |
| | | | | \$0 | \$0 | \$0 |
| | | | | \$0 | \$0 | \$0 |
| | | | | \$0 | \$0 | \$0 |
| TOTAL PRINTING | | | | \$3,740 | \$0 | \$0 |
| | | | | | | \$3,740 |

| | 1 | 2 | 3 |
|---------------------------|---|---|---|
| OTHER DIRECT COSTS | | | |

| | 2017 | 2018 | 2019 | 2020 |
|--------------------|-----------|------|------|-----------|
| TOTAL DIRECT COSTS | \$100,000 | \$0 | \$0 | \$100,000 |

| Indirect Cost Rate | 10.00% | | |
|---------------------------------|--------|------------|------------|
| Organization #1 | | \$0 | \$0 |
| Organization #2 | | \$0 | \$0 |
| Organization #3 | | \$0 | \$0 |
| TOTAL INDIRECT COST RATE | | \$0 | \$0 |

LEVERAGED OR MATCHED FUNDS

Section K: Budget Narrative

Personnel

Our Program Director will oversee and instruct the program throughout the duration of the contract. Program Coordinator will be responsible for directly managing, designing and implementing lessons and activities aligned with program goals that support the academic success and the social/emotional development of all students.

Contract/Consultant

Arts Consultants will provide multi-disciplinary instruction to all the participants throughout the program.

Equipment

All purchased equipment will support the program to enhance the process and final production.

Materials & Supplies

Materials & supplies included within the budget relate to our program & office supplies used to supplement program goals.

Printing

Printing costs relates directly to our proposed program, which will be produced by our youth for their production.

Other Direct Costs

Other direct costs included are heat and electricity to help maintain the facility during programming hours.

Indirect Costs – N/A

Sustainability

We are developing a fundraising campaign that will provide sustainability after program monies are no longer available.

EXHIBIT 3

Evidence of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/8/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCERSalvador Insurance Agency, Inc.
3360 North Milwaukee Avenue

Chicago IL 60641

INSUREDThe Miracle Center Inc.
2311 N Pulaski

Chicago IL 60647

CONTACT NAME: Richie Delich**PHONE (A/C No. Ext.):** (773) 777-1922**FAX (A/C No.):** (773) 777-2088**E-MAIL ADDRESS:** richie@salinsure.com**INSURER(S) AFFORDING COVERAGE****NAIC #****INSURER A:** United States Liability I

25895

INSURER B: Riverport Insurance Company

27995

INSURER C:**INSURER D:****INSURER E:****INSURER F:****COVERAGES****CERTIFICATE NUMBER:** CL1541012404**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-------------------------------------|---------------|-------------------------|-------------------------|--|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC | | NPP1565634 | 04/10/2015 | 04/10/2016 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ included Professional Liability \$ 1,000,000 |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ | | | | | EACH OCCURRENCE \$ AGGREGATE \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N <input type="checkbox"/> N/A | WC128703127 | 05/02/2015 | 05/02/2016 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000 |
| A | Professional Liability | | NPP1565634 | 04/10/2015 | 04/10/2016 | Building Limits \$1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insureds: Cook County, its officials, employees and agents as additional insureds.
Contract No. 1553-14558A**CERTIFICATE HOLDER**County of Cook
Office of the Chief Procurement Officer
118 N. Clark St Room1018
Chicago, IL 60602**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Anne Sivore/SALVAD

ACORD 25 (2010/05)

INS025 (201005).01

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EXHIBIT 4

Identification of Subcontractor/Supplier/Subconsultant Form

Cook County
Office of the Chief Procurement Officer
Identification of Subcontractor/Supplier/Subconsultant Form

OCPO ONLY:
☐ Disqualification
☐ Check Complete

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract. In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

| | |
|--|--|
| Bid/RFP/RFQ No.: 1553-14558A | Date: 1/12/16 |
| Total Bid or Proposal Amount: 100,000.00 | Contract Title: Violence prevention, Intervention, and reduction Grants. |
| Contractor: the miracle center | Subcontractor/Supplier/ Subconsultant to be added or substitute: N/A |
| Authorized Contact for Contractor: Mary Santana | Authorized Contact for Subcontractor/Supplier/ Subconsultant: N/A |
| Email Address (Contractor): msantana@themicraclecenter.org | Email Address (Subcontractor): N/A |
| Company Address (Contractor): 2311 N. pulaski RD, Chicago, IL 60639 | Company Address (Subcontractor): N/A |
| City, State and Zip (Contractor): Chgo, IL 60639 | City, State and Zip (Subcontractor): N/A |
| Telephone and Fax (Contractor): phone: 773-276-5433 Fax: 773-276-5917 | Telephone and Fax (Subcontractor): N/A |
| Estimated Start and Completion Dates (Contractor): March 1, 2016 - February 28, 2017 | Estimated Start and Completion Dates (Subcontractor): N/A |

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

| Description of Services or Supplies | Total Price of Subcontract for Services or Supplies |
|--|---|
| provide safe, reliable and stimulating after-school programming for youth in the communities of Hermosa, Humboldt park, Logan sq and Belmont-Cragin. | N/A |

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.


Contractor: THE MIRACLE CENTER
 Name: MARY A SANTANA
 Title: EXECUTIVE DIRECTOR
 Prime Contractor Signature: 
 Date: 1/12/16

EXHIBIT 5

MBE/WBE Utilization Plan

CONTRACT NO. 1553-14558A

Vendor: The Miracle Center

Per the attached correspondence, the Office of Contract Compliance assigned a 0% MBE/WBE subcontracting goal to the above-mentioned contract as stated in Section GC-19, Minority and Women Business Enterprises, Cook County Ordinance Chapter 34, Division 8, Section 34-260 to Section 34-300, herein.

From: Aleatha Easley (Contract Compliance)
To: Kevin Casey (Procurement)
Subject: RE: M/WBE goals for Violence Prevention Grants
Date: Monday, March 30, 2015 10:13:02 AM

Hello Kevin,

After reviewing the provided contract scope, and review of the previous contract's historical data, the Office of Contract Compliance recommends the MBE/WBE goals for RFP Contract No. 1553-14558 for Violence Prevention, Intervention and Reduction Demonstration Grants in the amount of \$100,000 be set at 0% MBE/WBE participation.



Cook County Office of Contract Compliance
Aleatha Easley | Compliance Officer | 312-603-5504

From: Kevin Casey (Procurement)
Sent: Thursday, March 19, 2015 3:09 PM
To: Aleatha Easley (Contract Compliance)
Subject: M/WBE goals for Violence Prevention Grants

Hi Aleatha,

I have the three final Violence Prevention Grants ready to go.

Can you give the M/WBE goals for them?

Thanks!

Sincerely,
Kevin B. Casey, CPPB
Office of the Chief Procurement Officer
118 North Clark Street, Room 1018
Chicago, Illinois 60602
312 603-6830 ph.
312 603-3179 fax

EXHIBIT 6

Economic Disclosure Statement Forms

**COOK COUNTY
ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

| Section | Description | Pages |
|----------------|--|--------------|
| | | |
| 1 | Instructions for Completion of EDS | EDS i - ii |
| 2 | Certifications | EDS 1- 2 |
| 3 | Economic and Other Disclosures, Affidavit of Child Support Obligations, Disclosure of Ownership Interest and Familial Relationship Disclosure Form | EDS 3 - 12 |
| 4 | Cook County Affidavit for Wage Theft Ordinance | EDS 13-14 |
| 5 | Contract and EDS Execution Page | EDS 15-17 |
| 6 | Cook County Signature Page | EDS 18 |

SECTION 1
INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every Proposer responding to a Request for Proposals, and every Respondent responding to a Request for Qualifications, and others as required by the Chief Procurement Officer. The execution of the EDS shall serve as the execution of a contract awarded by the County. The Chief Procurement Officer reserves the right to request that the Bidder or Proposer, or Respondent provide an updated EDS on an annual basis.

Definitions. Terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, as applicable.

Affiliate means a person that directly or indirectly through one or more intermediaries, Controls is Controlled by, or is under common Control with the Person specified.

Applicant means a person who executes this EDS.

Bidder means any person who submits a Bid.

Code means the Code of Ordinances, Cook County, Illinois available on municode.com.

Contract shall include any written document to make Procurements by or on behalf of Cook County.

Contractor or *Contracting Party* means a person that enters into a Contract with the County.

Control means the unfettered authority to directly or indirectly manage governance, administration, work, and all other aspects of a business.

EDS means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

Joint Venture means an association of two or more Persons proposing to perform a for-profit business enterprise. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their relationship and respective responsibility for the Contract

Lobby or *lobbying* means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

Lobbyist means any person who lobbies.

Person or *Persons* means any individual, corporation, partnership, Joint Venture, trust, association, Limited Liability Company, sole proprietorship or other legal entity.

Prohibited Acts means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

Proposal means a response to an RFP.

Proposer means a person submitting a Proposal.

Response means response to an RFQ.

Respondent means a person responding to an RFQ.

RFP means a Request for Proposals issued pursuant to this Procurement Code.

RFQ means a Request for Qualifications issued to obtain the qualifications of interested parties.

**INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

Section 1: Instructions. Section 1 sets forth the instructions for completing and executing this EDS.

Section 2: Certifications. Section 2 sets forth certifications that are required for contracting parties under the Code and other applicable laws. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 3: Economic and Other Disclosures Statement. Section 3 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Applicant to the warranties, representations, agreements and acknowledgements contained therein.

Required Updates. The Applicant is required to keep all information provided in this EDS current and accurate. In the event of any change in the information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Applicant shall supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is required.

Additional Information. The County's Governmental Ethics and Campaign Financing Ordinances impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions, and the Applicant is expected to comply fully with these ordinances. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit the web-site at cookcountylil.gov/ethics-board-of.

Authorized Signers of Contract and EDS Execution Page. If the Applicant is a corporation, the President and Secretary must execute the EDS. In the event that this EDS is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation, satisfactory to the County that permits the person to execute EDS for said corporation. If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a partnership or joint venture, all partners or joint venturers must execute the EDS, unless one partner or joint venture has been authorized to sign for the partnership or joint venture, in which case, the partnership agreement, resolution or evidence of such authority satisfactory to the Office of the Chief Procurement Officer must be submitted with this Signature Page.

If the Applicant is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Applicant is a manager-managed LLC, the manager(s) must execute the EDS. The Applicant must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a Sole Proprietorship, the sole proprietor must execute the EDS.

A "Partnership" "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (2012), and documentation evidencing registration must be submitted with the EDS.

SECTION 2

CERTIFICATIONS

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE APPLICANT IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE APPLICANT THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE APPLICANT IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE APPLICANT SHALL BE SUBJECT TO TERMINATION.

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.*;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.*;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in subparagraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20% or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

THE APPLICANT HEREBY CERTIFIES THAT: The Applicant has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Applicant has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Applicant would not violate the provisions of such Section or of the Code.

B. BID-RIGGING OR BID ROTATING

THE APPLICANT HEREBY CERTIFIES THAT: In accordance with 720 ILCS 5/33 E-11, neither the Applicant nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.

C. DRUG FREE WORKPLACE ACT

THE APPLICANT HEREBY CERTIFIES THAT: The Applicant will provide a drug free workplace, as required by (30 ILCS 580/3).

D. DELINQUENCY IN PAYMENT OF TAXES

THE APPLICANT HEREBY CERTIFIES THAT: *The Applicant is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, by a local municipality, or by the Illinois Department of Revenue, which such tax or fee is delinquent, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-171.*

E. HUMAN RIGHTS ORDINANCE

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 *et seq.*).

F. ILLINOIS HUMAN RIGHTS ACT

THE APPLICANT HEREBY CERTIFIES THAT: *It is in compliance with the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.*

G. INSPECTOR GENERAL (COOK COUNTY CODE, CHAPTER 34, SECTION 34-174 and Section 34-250)

The Applicant has not willfully failed to cooperate in an investigation by the Cook County Independent Inspector General or to report to the Independent Inspector General any and all information concerning conduct which they know to involve corruption, or other criminal activity, by another county employee or official, which concerns his or her office of employment or County related transaction.

The Applicant has reported directly and without any undue delay any suspected or known fraudulent activity in the County's Procurement process to the Office of the Cook County Inspector General.

H. CAMPAIGN CONTRIBUTIONS (COOK COUNTY CODE, CHAPTER 2, SECTION 2-585)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning campaign contributions, which is codified at Chapter 2, Division 2, Subdivision II, Section 585, and can be read in its entirety at www.municode.com.

I. GIFT BAN, (COOK COUNTY CODE, CHAPTER 2, SECTION 2-574)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning receiving and soliciting gifts and favors, which is codified at Chapter 2, Division 2, Subdivision II, Section 574, and can be read in its entirety at www.municode.com.

J. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-160;

Unless expressly waived by the Cook County Board of Commissioners, the Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is annually by the Chief Financial Officer of the County, and shall be posted on the Chief Procurement Officer's website.

The term "Contract" as used in Section 4, I, of this EDS, specifically excludes contracts with the following:

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United States Internal Revenue Code and recognized under the Illinois State not-for-profit law);
- 2) Community Development Block Grants;
- 3) Cook County Works Department;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

SECTION 3

REQUIRED DISCLOSURES

1. DISCLOSURE OF LOBBYIST CONTACTS

List all persons that have made lobbying contacts on your behalf with respect to this contract:

Name

Address

None

2. LOCAL BUSINESS PREFERENCE STATEMENT (CODE, CHAPTER 34, SECTION 34-230)

Local business means a Person, including a foreign corporation authorized to transact business in Illinois, having a bona fide establishment located within the County at which it is transacting business on the date when a Bid is submitted to the County, and which employs the majority of its regular, full-time work force within the County. A Joint Venture shall constitute a Local Business if one or more Persons that qualify as a "Local Business" hold interests totaling over 50 percent in the Joint Venture, even if the Joint Venture does not, at the time of the Bid submittal, have such a bona fide establishment within the County.

- a) Is Applicant a "Local Business" as defined above?

Yes: X No: _____

- b) If yes, list business addresses within Cook County:

2311 N. pulaski RD, Chicago IL 60639

- c) Does Applicant employ the majority of its regular full-time workforce within Cook County?

Yes: X No: _____

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (CODE, CHAPTER 34, SECTION 34-172)

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-5) and complete the Affidavit, based on the instructions in the Affidavit.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

The Applicant must indicate by checking the appropriate provision below and providing all required information that either:

- a) The following is a complete list of all real estate owned by the Applicant in Cook County:

PERMANENT INDEX NUMBER(S): 13-35100-031-000

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

- b) _____ The Applicant owns no real estate in Cook County.

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Applicant is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Applicant must explain below:

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Applicant certified to all Certifications and other statements contained in this EDS.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing.

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Person" "Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. A Person that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the ☒ Applicant or ☐ Stock/Beneficial Interest Holder

This Statement is an: ☒ Original Statement or ☐ Amended Statement

Identifying Information:

Name: the miracle center
D/B/A: N/A FEIN NO.: 36-427-6909
Street Address: 2311 N. pulaski rd.
City: Chicago State: ILLINOIS Zip Code: 60639
Phone No.: 773-276-5933 Fax Number: 773-276-5917 Email: _____

Cook County Business Registration Number: _____
(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): 59920367

Form of Legal Entity:

☐ Sole Proprietor ☐ Partnership ☐ Corporation ☐ Trustee of Land Trust

☐ Business Trust ☐ Estate ☐ Association ☐ Joint Venture

☐ Other (describe) NOT FOR PROFIT

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each Person having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

| Name | Address | Percentage Interest in Applicant/Holder |
|------|---------|---|
| None | | |
| | | |
| | | |

2. If the interest of any Person listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

| Name of Agent/Nominee | Name of Principal | Principal's Address |
|-----------------------|-------------------|---------------------|
| None | | |
| | | |
| | | |

3. Is the Applicant constructively controlled by another person or Legal Entity? [] Yes [☒] No
If yes, state the name, address and percentage of beneficial interest of such person, and the relationship under which such control is being or may be exercised.

| Name | Address | Percentage of Beneficial Interest | Relationship |
|------|---------|-----------------------------------|--------------|
| None | | | |
| | | | |
| | | | |

Corporate Officers, Members and Partners Information:

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

| Name | Address | Title (specify title of Office, or whether manager or partner/joint venture) | Term of Office |
|------|---------|--|----------------|
| NONE | | | |
| | | | |
| | | | |

Declaration (check the applicable box):

- ☒ I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- ☒ I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

Mary Santana
Name of Authorized Applicant/Holder Representative (please print or type)

[Signature]
Signature

msantana@themiraclecenter.org
E-mail address

Executive Director
Title

1/11/14
Date

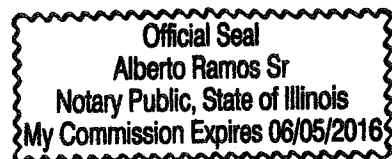
773-276-5933 X1
Phone Number

Subscribed to and sworn before me
this 11 day of JAN, 2014

X [Signature]
Notary Public Signature

My commission expires:

6-5-16
Notary Seal





COOK COUNTY BOARD OF ETHICS
69 W. WASHINGTON STREET, SUITE 3040
CHICAGO, ILLINOIS 60602
312/603-4304 Office 312/603-9988 Fax

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION

Nepotism Disclosure Requirement:

Doing a significant amount of business with the County requires that you disclose to the Board of Ethics the existence of any familial relationships with any County employee or any person holding elective office in the State of Illinois, the County, or in any municipality within the County. The Ethics Ordinance defines a significant amount of business for the purpose of this disclosure requirement as more than \$25,000 in aggregate County leases, contracts, purchases or sales in any calendar year.

If you are unsure of whether the business you do with the County or a County agency will cross this threshold, err on the side of caution by completing the attached familial disclosure form because, among other potential penalties, any person found guilty of failing to make a required disclosure or knowingly filing a false, misleading, or incomplete disclosure will be prohibited from doing any business with the County for a period of three years. The required disclosure should be filed with the Board of Ethics by January 1 of each calendar year in which you are doing business with the County and again with each bid/proposal/quotation to do business with Cook County. The Board of Ethics may assess a late filing fee of \$100 per day after an initial 30-day grace period.

The person that is doing business with the County must disclose his or her familial relationships. If the person on the County lease or contract or purchasing from or selling to the County is a business entity, then the business entity must disclose the familial relationships of the individuals who are and, during the year prior to doing business with the County, were:

- its board of directors,
- its officers,
- its employees or independent contractors responsible for the general administration of the entity,
- its agents authorized to execute documents on behalf of the entity, and
- its employees who directly engage or engaged in doing work with the County on behalf of the entity.

Do not hesitate to contact the Board of Ethics at (312) 603-4304 for assistance in determining the scope of any required familial relationship disclosure.

Additional Definitions:

"*Familial relationship*" means a person who is a spouse, domestic partner or civil union partner of a County employee or State, County or municipal official, or any person who is related to such an employee or official, whether by blood, marriage or adoption, as a:

None

- ☐ Parent
- ☐ Child
- ☐ Brother
- ☐ Sister
- ☐ Aunt
- ☐ Uncle
- ☐ Niece
- ☐ Nephew

- ☐ Grandparent
- ☐ Grandchild
- ☐ Father-in-law
- ☐ Mother-in-law
- ☐ Son-in-law
- ☐ Daughter-in-law
- ☐ Brother-in-law
- ☐ Sister-in-law

- ☐ Stepfather
- ☐ Stepmother
- ☐ Stepson
- ☐ Stepdaughter
- ☐ Stepbrother
- ☐ Stepsister
- ☐ Half-brother
- ☐ Half-sister

**COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTY

Name of Person Doing Business with the County: The Miracle Center
Address of Person Doing Business with the County: 2311 N. pulaski RD Chgo. IL 60639
Phone number of Person Doing Business with the County: 773-276-5933 X1
Email address of Person Doing Business with the County: Msantana@themiraclecenter.org

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:

Mary Santana, Executive Director, same address, phone + email.

B. DESCRIPTION OF BUSINESS WITH THE COUNTY

Append additional pages as needed and for each County lease, contract, purchase or sale sought and/or obtained during the calendar year of this disclosure (or the preceding calendar year if disclosure is made on January 1), identify:

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: _____

Contract No. 1553-14558A

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ 100,000.00

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County: _____

MARY A. SANTANA

The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County: _____

MARY A. SANTANA

C. DISCLOSURE OF FAMILIAL RELATIONSHIPS WITH COUNTY EMPLOYEES OR STATE, COUNTY OR MUNICIPAL ELECTED OFFICIALS

Check the box that applies and provide related information where needed

- ☐ The Person Doing Business with the County is an individual and there is no familial relationship between this individual and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.
- ☐ The Person Doing Business with the County is a business entity and there is no familial relationship between any member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity or employees directly engaged in contractual work with the County on behalf of the business entity, and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

**COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

- ☐ The Person Doing Business with the County **is an individual** and **there is a familial relationship** between this individual and at least one Cook County employee and/or a person or persons holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County. **The familial relationships are as follows:**

| Name of Individual Doing Business with the County | Name of Related County Employee or State, County or Municipal Elected Official | Title and Position of Related County Employee or State, County or Municipal Elected Official | Nature of Familial Relationship* |
|---|--|--|----------------------------------|
| <u>None</u> | | | |
| | | | |
| | | | |

If more space is needed, attach an additional sheet following the above format.

- ☐ The Person Doing Business with the County **is a business entity** and **there is a familial relationship** between at least one member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity and/or employees directly engaged in contractual work with the County on behalf of the business entity, on the one hand, and at least one Cook County employee and/or a person holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County, on the other. **The familial relationships are as follows:**

| Name of Member of Board of Director for Business Entity Doing Business with the County | Name of Related County Employee or State, County or Municipal Elected Official | Title and Position of Related County Employee or State, County or Municipal Elected Official | Nature of Familial Relationship* |
|--|--|--|----------------------------------|
| <u>None</u> | | | |
| | | | |
| | | | |

| Name of Officer for Business Entity Doing Business with the County | Name of Related County Employee or State, County or Municipal Elected Official | Title and Position of Related County Employee or State, County or Municipal Elected Official | Nature of Familial Relationship* |
|--|--|--|----------------------------------|
| <u>None</u> | | | |
| | | | |
| | | | |

Name of Person Responsible
for the General
Administration of the
Business Entity Doing
Business with the County

None

Name of Related County
Employee or State, County or
Municipal Elected Official

Title and Position of Related
County Employee or State, County
or Municipal Elected Official

Nature of Familial
Relationship*

Name of Agent Authorized
to Execute Documents for
Business Entity Doing
Business with the County

None

Name of Related County
Employee or State, County or
Municipal Elected Official

Title and Position of Related
County Employee or State, County
or Municipal Elected Official

Nature of Familial
Relationship*

Name of Employee of
Business Entity Directly
Engaged in Doing Business
with the County

NONE

Name of Related County
Employee or State, County or
Municipal Elected Official

Title and Position of Related
County Employee or State, County
or Municipal Elected Official

Nature of Familial
Relationship*

If more space is needed, attach an additional sheet following the above format.

VERIFICATION: To the best of my knowledge, the information I have provided on this disclosure form is accurate and complete. I acknowledge that an inaccurate or incomplete disclosure is punishable by law, including but not limited to fines and debarment.

Signature of Recipient

Date

11/11/16

SUBMIT COMPLETED FORM TO:

Cook County Board of Ethics
69 West Washington Street, Suite 3040, Chicago, Illinois 60602
Office (312) 603-4304 – Fax (312) 603-9988
CookCounty.Ethics@cookcountyil.gov

* Spouse, domestic partner, civil union partner or parent, child, sibling, aunt, uncle, niece, nephew, grandparent or grandchild by blood, marriage (i.e. in laws and step relations) or adoption.

SECTION 4

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

Effective May 1, 2015, every Person, **including Substantial Owners**, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

"Contract" means any written document to make Procurements by or on behalf of Cook County.

"Person" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

"Procurement" means obtaining supplies, equipment, goods, or services of any kind.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information.

I. Contract Information:

Contract Number: 1553-14558A
County Using Agency (requesting Procurement): Cook

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): the miracle center, inc
Substantial Owner Complete Name: Mary Santana
FEIN#: 36-426909
Date of Birth: 4/28/66 E-mail address: msantana@themicraclecenter.org
Street Address: 6808 N. CAIDWELL
City: NILES State: IL Zip: 60714
Home Phone: (82) 342-7450 Driver's License No: 5535-5816-6721

III. Compliance with Wage Laws:

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq., YES or NO

Illinois Minimum Wage Act, 820 ILCS 105/1 et seq., YES or NO

Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq., YES or NO

Employee Classification Act, 820 ILCS 185/1 et seq., YES or NO

Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq., YES or NO

Any comparable state statute or regulation of any state, which governs the payment of wages YES or NO

If the Person/Substantial Owner answered "Yes" to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under Section IV.

IV. Request for Waiver or Reduction

If Person/Substantial Owner answered "Yes" to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction of waiver is made on the basis of one or more of the following actions that have taken place:

There ~~has~~ been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner
YES or NO **NO**

Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation
YES or NO **NO**

Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default
YES or NO **NO**

Other factors that the Person or Substantial Owner believe are relevant.
YES or NO **NO**

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

V. Affirmation

The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

Signature: _____

Date: 1/11/16

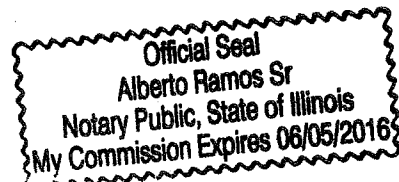
Name of Person signing (Print): MARY A. SANTANA Title: EXEC. DIR

Subscribed and sworn to before me this 11 day of JAN, 2016

x [Signature]
Notary Public Signature

Notary Seal

Note: The above information is subject to verification prior to the award of the Contract.



SECTION 5

CONTRACT AND EDS EXECUTION PAGE
PLEASE EXECUTE THREE ORIGINAL COPIES

The Applicant hereby certifies and warrants that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Applicant is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Applicant with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Applicant in this EDS are true, complete and correct. The Applicant agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

Execution by Corporation

The miracle center, inc.
 Corporation's Name
773-276-5933
 Telephone
Deane Pagan-Munson
 Secretary Signature

Brenda Serrano Brenda Serrano
 President's Printed Name and Signature
Nissio9@hotmail.com
 Email
1/11/16
 Date

Execution by LLC

NONE
 LLC Name

 Date

 *Member/Manager Printed Name and Signature

 Telephone and Email

Execution by Partnership/Joint Venture

NONE
 Partnership/Joint Venture Name

 Date

 *Partner/Joint Venturer Printed Name and Signature

 Telephone and Email

Execution by Sole Proprietorship

NONE
 Printed Name and Signature

 Telephone

 Date

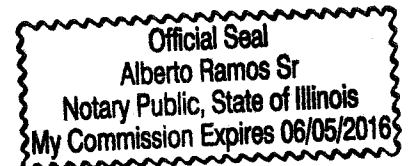
 Email

Subscribed and sworn to before me this

11 day of Jan, 2016
Alberto Ramos Sr
 Notary Public Signature

My commission expires:

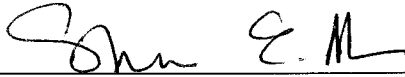
6-5-2016
 Notary Seal



If the operating agreement, partnership agreement or governing documents requiring execution by multiple members, managers, partners, or joint venturers, please complete and execute additional Contract and EDS Execution Pages.

SECTION 6
COOK COUNTY SIGNATURE PAGE

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS HEREBY EXECUTED BY:



COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 18 DAY OF February, 2018

IN THE CASE OF A BID/ PROPOSAL/RESPONSE, THE COUNTY HEREBY ACCEPTS:

THE FOREGOING BID/PROPOSAL/RESPONSE AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER

1553-14558A

OR

ITEM(S), S

SECTION(S), PART(S): _____

TOTAL AMOUNT OF CONTRACT: \$ 100,000.00

(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS

FEB 10 2016

APPROVED AS TO FORM:

NOT REQUIRED

ASSISTANT STATE'S ATTORNEY
(Required on contracts over \$1,000,000.00)

Date